MAP- 150-10 / 15

1590/2375

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

K. Langford

DEBORAH TIDWELL SMITH	)		
	)		
VS.	)	NO. 86D-3508	BOOK 7173 PAGE 634
	)	E	
JOHN DENNIS SMITH	)		

FINAL DECREE

This cause came on to be heard on the 10th day of March, 1987, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the pleadings, default judgment heretofore taken, the notarized property settlement, the testimony and the record as a whole, from all of which the Court affirmatively finds that the Parties have made adequate and sufficient provisions by written agreement for the equitable settlement of the property rights and for the care entitled to an absolute divorce on the grounds of irreconcilable differences and that the Property Settlement Agreement is affirmatively approved and submitted.

It is therefore ORDERED, ADJUDGED and DECREED that the plaintiff, be and hereby is awarded an absolute divorce from the Defendant, and the parties are restored to all the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED and DECREED that the settlement agreement of the parties is hereby approved and ratified by the Court and is incorporated as the Order of this Court set out as follows:

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RUSH

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DEBORAH TIDWELL SMITH	)	
	)	
PLAINTIFF	)	
	)	
VS.	)	NO.————————
	)	
JOHN DENNIS SMITH	)	
	)	
DEFENDANT	)	

PROPERTY SETTLEMENT AGREEMENT

Come now the parties and announce unto the Court that there are irreconcilable differences in their marriage and they have entered into this agreement subject to the Court's approval and the granting of an absolute divorce to the plaintiff.

1. The parties have one minor child, Jon Ross Smith, born 8/3/84. Wife shall be awarded custody of the parties' minor child.

2. Husband shall have reasonable visitation in the following manner:

a. One week at Christmas on the following dates - December 18-24 or December 26-January 1.

b. Alternate holidays with the exception of Christmas, its being set out in particulars hereinabove.

c. Other liberal visitation is granted to husband upon 24 hour notice when he is to travel in from out of state but 24 hour notice is not an absolute requirement. Husband and Wife are to use a good faith effort in accomplishing the intent of this section.

Husband shall be granted visitation for a period of four weeks between July 1 and August 31 of each year.

3. Husband shall pay to wife the sum of $50.00 per week as reasonable child support. Said amounts to be paid directly to wife.

4. Husband is to maintain Health & Accident Insurance on the minor child and each party agrees to equally divide all medical and dental bills not covered by insurance. In addition, the payments required herein are to be paid

in full within 30 days of written demand unless other arrangements are made with the provider.

5. Husband shall be awarded sole title to, interest in and possession of the 1986 4 x 4 Nissan King Cab pick up truck subject to the indebtedness thereon. Husband shall assume, be solely responsible for, and indemnify wife and hold wife harmless on the indebtedness thereon. Wife shall be awarded sole title to, interest in and possession of the 1986 Chevrolet Z-28 subject to the indebtedness thereon. Wife shall assume, be solely responsible for, and indemnify husband and hold husband harmless on the indebtedness thereon. Each party shall sign the certificates of title which are necessary to give full force and effect to this paragraph.

6. The parties own as tenants by the entirety a house and lot known as 104 Cedarcroft Court, Antioch, Davidson County, Tennessee 37013, Lot 122, Cherry Hills, Sec. 10-A. Title and possession of said property shall vest in wife. A better description being unavailable at the present time, but a full description will be included in the final decree if the Court grants the divorce.

7. Upon payment to Husband by Wife in the amount of Two Thousand Five Hundred Dollars ($2,500.00), Husband agrees to immediately convey by deed his interest in said real property to wife. Proof of payment to Husband shall be demonstrated by any reasonable acceptable means including proof of mailing to Husband's last known address.

8. Husband shall assume, be solely responsible for, indemnify wife, and hold wife harmless on the indebtednesses owing to: Mastercard, Western Auto, American Medical Card, American Credit. Wife shall assume, be solely responsible for, indemnify husband, and hold husband harmless on the indebtednesses owing to: Uptons, Sears, Cain Sloan, Castner Knott, J. C. Penney's.

9. The remaining personal property of the parties is to be divided in the following manner:

WIFE	HUSBAND
COUCH	ANIMALS
EASY CHAIR	GUN CABINET

T.V.
VCR
STEREO
END TABLES
RAIN LAMP
PLANTS
MAGAZINE RACK
FIREPLACE EQUIPMENT
TRINKETS ON MANTLE
KITCHEN UTENSILS
MICROWAVE
KITCHEN TABLE & CHAIRS
AQUARIUM
BAR STOOL
DESK
FILING CABINET
FILING CABINET
WASHER & DRYER
IRON & IRONING BORAD
BROOM & MOP

1942 BEDROOM FURNITURE
MUSIC EQUIPMENT
TAPES & RECORDS
PICTURES
TABLE IN OFFICE
LAMPS IN OFFICE
CHAIR IN OFFICE

10. Both parties agree that wife shall be responsible for any Court costs associated with this action.

THIS AGREEMENT, if and when approved by the Court having jurisdiction of this cause, may be incorporated in any decree of divorce which might be granted to the parties, or either of them, and shall operate as a full and final settlement of any and all claims or demands arising between the parties which either party may now have or which might accrue to either in the future as a result of this marriage, except as herein otherwise provided, including but not limited to, maintenance, support, alimony, homestead, inheritance, or any other interest or demand which might otherwise be asserted by either party against the other or against the property or estate of the other.

THIS AGREEMENT shall not be construed as an agreement to allow either party to obtain a divorce and either or both parties are free to seek or contest any action otherwise allowable by law.

THIS AREEMENT has been entered into by both parties of their own free will and accord, free from any undue or improper influence, fraud, coercion, duress or misrepresentation and only after each party has had the opportunity to seek the advice of and to consult with counsel.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures on this 13th day of November, 1986, at Nashville, Tennessee.

Deborah Tidwell Smith
DEBORAH TIDWELL SMITH

John Dennis Smith
JOHN DENNIS SMITH

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within-named Deborah Tidwell Smith, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes contained therein. Witness my hand and official seal at Nashville, Tennessee this the 13th day of NOVEMBER, 1986.

Richard E Norman J.
Notary Public

My Commission Expires:
April 19, 1986

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally apeared before me, the undersigned, a Notary Public, in and for said County and State, the within named John Dennis Smith, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes contained therein. Witness my hand and official seal at NASHVILLE, TENNESSEE this the 13th day of NOVEMBER, 1986.

Richard E Norman J.
Notary Public

My Commission Expires:
April 19, 1986

Title and possession of the following described real property to vest in Wife, free from claims of the Husband.

Land in Davidson County, Tennessee, being Lot No. 122 on the Plat of Cherry Hills, Section 10-A, of record in Book 4860, Page 97, Register's Office for Davidson County, Tennessee.

Said Lot No. 122 fronts 86 feet on the easterly margin of Cedarcroft Court and extends back 162.95 feet on the southerly lins and 113.54 feet on the northerly line to a line on the rear on which it measures 82.70 feet.

Being the same property conveyed to Jonn Dennis Smith and wife, Deborah Lynn Smith, by deed from Richard A. Bryant and wife, Robin Diane Moore, of record in book 6649, Page 320, Register's Office for Davidson County, Tenneseee.

The address of Wife is as follows:

104 Cedarcroft Road
Antioch, Tn. 37013

The address of Husband is as follows:

2404 Meriwether Road
Shreveport, La. 71108

It is further ORDERED that costs incurred in this cause shall be divided equally between the parties, for which let execution issue, if necessary.

Marcel Robinson
JUDGE

3-13-87.

APPROVED FOR ENTRY:

Richard E. Norman, Jr.
Richard E. Norman, Jr.
Attorney for Complainant
4220 Nolesville Road
Nashville, Tn. 37211

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been served by postage prepaid mail upon Dennis Smith, 2404 Meriwether Road, Shreveport, La. 71104 on this the 11th day of MARCH, 1987.

Richard E. Norman, Jr.
Richard E. Norman, Jr.

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STATE OF TENNESSEE

I, **GEORGE L. ROOKER,** *Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the* FOURTH *Circuit Court for Davidson County, Tennessee, on the* 16th *day of* MARCH, *19* 87, *in Case Number* 86D3508 *between* DEBORAH TIDWELL SMITH *Plaintiff, and* JOHN DENNIS SMITH *Defendant, as same remains of record in Book* 159C, *Page* 2375 *of the Minutes of said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 19th *day of* MARCH *in the year one thousand nine hundred and* EIGHTY-SEVEN *and in the* TWO HUNDRED ELEVENTH *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Thomas Alexander *D.C.*

Form #GR-117