1596/796

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARGARET S. LUCY,

Plaintiff,

vs.

ROBERT M. LUCY,

Defendant.

NO. 86D-3161

BOOK 7186 PAGE 395

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 19th day of February, 1987, before the Honorable Muriel Robinson, upon the original complaint for absolute divorce, the property settlement signed by the parties and the sworn testimony of the Plaintiff from all of which the Court finds that agreement for the equitable settlement of the property rights between the parties. The Court further finds that the parties have irreconcilable differences and that the Court approves the property settlement of the parties.

The Court further finds that the addresses of the parties are as follows:

Plaintiff's address: 3513 Byron
Nashville, TN 37205

Defendant's address: c/o 229 Island Drive
Hendersonville, TN 37075

IT IS THEREFORE ORDERED AND ADJUDGED that the Plaintiff, Margaret S. Lucy, be and is hereby awarded an absolute divorce from the Defendant, Robert M. Lucy, and the parties are restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED AND ADJUDGED that the following property settlement of the parties is approved by the Court, and is incorporated herein by reference, and made the Order of this Court. Said agreement is, in words and figures, as follows:

IDENTIFICATION REFERENCE
MAR 31 1 07 PM '87
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
09596

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARGARET S. LUCY,

Plaintiff,

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ROBERT M. LUCY,

Defendant.

BOOK 7186 PAGE 396

NO. 86D-3161

PROPERTY SETTLEMENT AGREEMENT

This Agreement is made between Margaret S. Lucy, hereinafter called Wife, and Robert M. Lucy, hereinafter called Husband.

WITNESSETH:

WHEREAS, these parties have been married since May 27, 1972, and there have been born of this marriage three minor children, namely Shannon Carter Lucy, d/o/b 10/24/77; Meredith Ramsey Lucy, d/o/b 11/03/81, and Alyson Young Lucy, d/o/b 02/20/83, and

WHEREAS, certain differences and difficulties have arisen between the parties and a divorce in which irreconcilable differences is alleged as a ground has been instituted in the Fourth Circuit Court of Davidson County, Tennessee, and they have no expectation of resuming their marital relationship, and

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. CUSTODY. Wife shall have and retain sole care, custody and control of the parties' minor children, Shannon Carter Lucy, Meredith Ramsey Lucy and Alyson Young Lucy. The children will reside principally with the Wife.

2. VISITATION. (a) Husband shall have visitation rights with the parties' minor children every other weekend from

Friday at 6:00 p.m. until Sunday at 6:00 p.m., and two evenings per week for dinner. In addition, Husband shall visit from 9:00 a.m. until 8:00 p.m. on the following holidays on an alternating basis with Wife: Christmas Day, New Year's Day, Easter Sunday, Memorial Day, July 4th, Labor Day and Thanksgiving. Husband shall have visitation for one-half of Christmas vacation, alternate spring vacations from school (if any), and four weeks during summer vacation. Husband may telephone children daily at his own expense. All visits shall occur at a place other than the home of the Wife.

(b) Husband shall not take the children out of the State of Tennessee. Husband shall maintain his mental health treatment fully or all visitation shall cease.

3. CHILD SUPPORT. It is agreed that Husband shall pay $200 as child support per month directly to Wife. Unless specifically ordered by the Court, such support shall not be reduced or prorated. Said payments are based on Husband having a current gross income of $750.00 per month.

4. TAX DEDUCTIONS. It is mutually agreed that Wife may declare the minor children of the parties as her dependants for income tax purposes in all future years.

5. INSURANCE. It is agreed that Wife shall obtain and maintain life insurance on herself and shall maintain the minor children as beneficiaries. Husband shall make the three minor children the irrevocable beneficiaries of his life insurance policy.

6. INCOME TAX RETURN. It is agreed that the parties will file a joint income tax claim for the year of 1986, and that Wife shall receive all of any refund and pay any additional taxes which may be due. Husband and Wife agree to be jointly and equally liable for any IRS assessments for any joint returns on years before 1986.

7. PERSONAL PROPERTY. (a) The following items shall become the property of Wife, and Husband relinquishes all right to and ownership of said property:

1981 Oldsmobile
Sharp television
Sanyo VCR
Telephone answering machine
Gorham sterling flatware
Lenox china

Children's bedroom furniture
Davis Cabinet Bedroom suite
Yellow trunk
Tray coffee table
Dining table and chairs
Washer and dryer
Refrigerator
Dishwasher
Sewing machine and cabinet
Porch swing
Picnic table and benches
Lawnmower
Stacking chairs
Silver pitchers
Silver bowls
Silver trays
Brass candlesticks
1/2 record albums
Gold easy chair
Window air conditioners
1/2 photographs and albums
1/2 wall shelf units
Everyday dishes
Vacuum cleaner
1 set stainless flatware
Large oriental picture over fireplace
Set of 2 octagonal mirrors
Cross-stitched artwork
Charcoal painting by wife's niece
Microwave cabinet
Ironing board and iron
Stove
1/2 of pots and pans
Wheelbarrow
Yellow 5-speed Schwinn bike
Yard rake
1/2 tools
Blue rocking chair
Blue straight chair
Large living room lamp
Small brass lamp
Small crystal lamp
Wall lamp in bedroom
1/2 remaining books

(b) The following items shall become the property of Husband, and Wife relinquishes all right to and ownership of said property:

1 carat diamond ring
Mahogany desk and chair
Antique chair from France
School desk from Vanderbilt
Glass etagere and matching table
Velvet sofa
Glass top coffee and end tables
GE television
Valet stand
Woodtone bookshelves and desk unit
White chest of drawers
King-size bed and linens
Slate top buffet
Brass andirons
Piano
Magnavox console stereo
Kitchen table and chairs
Wooden porch furniture
Silver wine cooler
Silver vase
Silver martini set
Brass ducks
Large mirror in dining room
Movie projector
1/2 record albums
Super 8 movies
1/2 photographs and albums
1/2 wall shelf units
Franciscan dinnerware
Lenox crystal
1 set stainless flatware
Pewterware
Picture of reporter
Oriental picture over desk
Autumn oil painting
Mirror in hall
Large mirrors in basement
Microwave oven
1/2 pots and pans
Electric skillet
Metal table in basement
Blue 10-speed Schwinn bike
1/2 tools
Toaster
Power saw
Power drill
Large cabinet in basement
Duck head coat rack
Lucy books
1/2 remaining books
Large lamp in attic
Movie camera
Polaroid camera
Telescope
Picture over stereo
Bedroom table lamp
Stamp collection
Coin collection
Brass magazine rack
Small oriental rug
Franciscan goblets
yellow metal file cabinet

8. DEBTS. (A) It is agreed that Wife will pay and continue to pay the following accounts that were made during the marriage, and shall hold Husband harmless on any and all debts secured by these accounts:

[redacted]

(1) Credit Thrift for 1981 Oldsmobile;

(2) Circuit City for TV, VCR and answering machine;

(3) Commerce Union Bank for personal loan;

(4) First American National Bank for personal line of credit;

(5) One-half of Husband's medical bills incurred before October 16, 1986;

(B) It is agreed that Husband will pay and continue to pay the following accounts that were made during the marriage, and shall hold Wife harmless on any and all debts secured by these accounts:

(1) Educational loan for Husband's college education;

(2) One-half of Husband's medical bills incurred before 10/16/86 and all medical bills incurred after 10/16/86.

(C) In the event a creditor of either party seeks to compel the other party to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom the claim is made shall be entitled to recover from the other party the amount of any payment he or she makes, including interest and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

9. BANK ACCOUNTS. Husband agrees to remove his name from the parties' joint checking account at First American National Bank.

10. REAL PROPERTY. (A) It is agreed that the house and lot titled in Husband's and Wife's names shall be vested solely in Wife. Said property is located at 3513 Byron Avenue, Nashville, Tennessee, and is more specifically described in Book 6023, page 917, and re-recorded in Book 6028, Page 595 of the Register of Deeds Office, Davidson County, Tennessee, to wit:

> LAND in Davidson County, Tennessee, being Lot No. 8 on the Plan of Elmington Place, as of record in Book 547, page 59, Register's Office for said County.

SAID Lot No. 8 fronts 50 feet on the southerly side of Byron Avenue and runs back between lines, 175 feet, 6 inches on the westerly line and 183 feet 4 inches on the easterly line to a dead line, in the rear on which it measures 50 feet 10 inches.

BEING the same property conveyed to Rebecca O. M. Clinton by deed from Michael Wayne Clinton by Final Decree of record in Book 5512, page 675 and by deed from Robert T. Witherspoon and wife, Alleyne Witherspoon, of record in Book 4680, page 19, Register's Office for Davidson County, Tennessee. The said Rebecca O. M. Clinton having since remarried and is now Rebecca O. M. Clinton Waldkirch and her husband, William F. Waldkirch, III, joins in this conveyance for whatever right he might have in said property.

BEING the same property conveyed to Robert M. Lucy and wife, Margaret Y. Lucy by deed from Rebecca O. M. Clinton Waldkirch and husband, William F. Waldkirch, III of record in Book 6023, page 917 and re-recorded in Book 6028, page 595, Register's Office for Davidson County, Tennessee.

(B) Husband shall have a lien against said property in the amount of $20,000 plus 5% interest compounded annually, for his interest in the residence. The residence shall be sold upon the earlier of the following events occurring: The youngest child reaching majority, or the remarriage of the Wife. Wife may purchase Husband's interest and discharge said lien at any time upon payment to Husband of the amount due on that date, including accrued interest.

Husband assumes all tax liability on his interest upon any such disposition. Wife assumes liability for all future mortgage payments, maintenance, repairs, hazard insurance and property taxes.

11. AUTOMOBILES. The 1981 Oldsmobile shall be vested solely in the Wife, and she assumes full responsibility for the payment of any indebtednesses due on said vehicle.

12. ATTORNEY'S FEES. Each party shall be responsible for paying their own attorney's fees, if any.

13. COURT COSTS. Any costs of the Court incurred as a result of the pending action for absolute divorce shall be paid by the Wife.

14. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement

of any provision of this Agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

15. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

16. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Wife and Husband, individually or jointly, or any property that either of them may acquire in the future.

17. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated, and that each party has either been represented by an attorney or has been advised to seek the advice of an attorney in the negotiation and preparation of this Agreement. Each party acknowledges that they have read this Agreement, that it is fair and equitable and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

WITNESS our hands on the day and date written below at Nashville, Tennessee.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

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Margaret Sue Lynn Tuey
Plaintiff/Wife

Subscribed and sworn to before me this 4th day of February, 1986.

Melanie S. Stark
Notary Public

My commission expires: 4-19-87

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Robert Wayne Tuey
Defendant/Husband

Subscribed and sworn to before me this 5th day of February, 1986.

Judy F. Coley
Notary Public

My commission expires: 2-28-89

Pamela Ely Kinman
Attorney for Wife

IT IS FURTHER ORDERED AND ADJUDGED that, unless specifically ordered by the Court (any child support provided for in the Property Settlement Agreement signed by the parties), such support shall not be reduced or prorated.

IT IS FURTHER ORDERED AND ADJUDGED that the costs of this cause are adjudged against the Plaintiff, for which execution may issue, if necessary.

Entered this the 19th day of February, 1987.

JUDGE

PREPARED BY:

Jimmie Lynn Ramsaur
SHIPLEY & BEHM
306 Gay Street
206 Realtor's Building
Nashville, TN 37201
615/256-6346

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been mailed, postage prepaid, to the Defendant, Robert M. Lucy, c/o 229 Island Drive, Hendersonville, TN 37075; and to Mr. John Kitch, KITCH, PARSONS & DETRING, Suite 102, 2300 Hillsboro Rd., Nashville, TN 37212, on this 19th day of February, 1987.

Jimmie Lynn Ramsaur

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Mail
Margaret Lucy
3513 Bryan Ave
37205

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* nineteenth *day of* February, *19* 87, *in Case Number* 86D-3161 *between* Margaret S. Lucy *Plaintiff, and* Robert M. Lucy *Defendant, as same remains of record in Book* 159B, *Page* 796 *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* 31st *day of* March *in the year one thousand nine hundred and* eighty-seven *and in the* 211th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Kathleen Garrett *D.C.*

Form #GR-117