36B/847

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

PATRICIA RICHARDS,
Wife/Plaintiff

VS.

LELON RAY RICHARDS,
Husband/Defendant.

L Langford BOOK 7191 PAGE 141

Docket No. 86D-3845

Map 138 - Pt
Par 25

FINAL DECREE

This cause came on to be heard on the 16th of March, 1987, before the Honorable Joe Binkley, Sr., Special Judge of the Probate Court for Davidson County, Tennessee, upon the Complaint of Wife/Plaintiff, Patricia Richards, for an Absolute Divorce from Husband/Defendant, Lelon Ray Richards, upon the ground of irreconcilable differences, and it appearing to the Court from said Complaint, the testimony of Wife in open Court, statements of counsel, and the entire record in this cause, that the parties have experienced irreconcilable differences in their marriage relationship, thereby entitling Wife to an Absolute Divorce from Husband on said ground; and it further appearing that Husband and Wife have executed a written, notarized Property Settlement Agreement, which Agreement the Court affirmatively finds does make adequate and sufficient provision for the equitable settlement of all property rights between the parties, and that said Agreement, being filed with this Honorable Court on the 30th day of December, 1986, should be incorporated into and made a part of this Final Decree of Divorce; wherefore it is hereby

ORDERED, ADJUDGED and DECREED that Wife, Patricia Richards, should be and she hereby is awarded an absolute divorce from Husband, Lelon Ray Richards, on the ground of irreconcilable differences, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. It is further .

ORDERED, ADJUDGED and DECREED that the written, notarized Property Settlement Agreement dated December 22, 1986, should be and the same hereby is, incorporated into and made a part of this Final Decree of Divorce by reference and attachment, as fully as if reproduced verbatim herein, to wit:

THIS AGREEMENT made and entered into on the date set forth beside the signatures below, by and between PATRICIA RICHARDS, hereinafter called "Wife" and LELON RAY RICHARDS, hereinafter called "Husband", as follows:

WHEREAS, Wife if filing suit in the Circuit Court of Davidson County, Tennessee for an absolute divorce from Husband, on the grounds of irreconcilable differences, with a Docket Number to be assigned by the Court Clerk at the time of filing; and

WHEREAS, both Husband and Wife desire to fix their respective rights and duties and all other matters relating to the division of their personal assets and liabilities of whatever nature; and

WHEREAS, both Husband and Wife acknowledge that they enter into this Agreement freely and voluntarily, and without coercion of any nature, and for the purposes set forth herein, to fulfill the requirements for an absolute divorce on the grounds of irreconcilable differences; and

WHEREAS, Husband acknowledges that this Agreement, when notarized, shall also serve as statutory service of process upon him in lieu of personal service; so

WHEREFORE, in final settlement, adjustment and compromise of all matters relating to property rights, alimony, and all other matters relating to or arising out of the marriage relationship, and in consideration of the mutual promises and covenants herein set forth, Husband and Wife mutually covenant and agree as follows:

1. Wife shall have as her sole and private property, free and clear from any claim by Husband, all of her personal clothing and items of strictly personal use.

2. Husband shall have as his sole and private property, free and clear from any claim by Wife, all of his clothing and items of strictly personal use.

3. Wife shall be and is divested of any right, title or interest in and to the Ford Pickup Truck and Husband shall be and is vested with sole right, title and interest in and to said vehicle and Husband shall be solely responsible for and shall hold harmless and indemnify Wife for any and all indebtednesses associated therewith to the Old Hickory Employees Credit Union.

4. Husband shall be and is divested of any right, title or interest in and to the 1986 Blazer Automobile upon which there is now due and owing an indebtedness to the Old Hickory Employees Credit Union and Wife shall be and is vested with sole right, title and interest in and to said vehicle and she shall be and is solely responsible for and shall hold harmless and indemnify Husband for the indebtedness due and owing upon said vehicle.

5. Husband and Wife mutually agree and acknowledge that during the course of their marriage they have acquired a business entity, located at 5151 Lebanon Road, Old Hickory, Tennessee 37138 which is known as L & P Fast Stop, a retail market and that Wife shall be and is divested of any right, title or interest in and to said business entity and Husband shall be and is vested with sole right, title and interest in and to said business enterprise and he shall be solely responsible for and shall hold harmless and indemnify Wife for any and all indebtednesses due and owing upon said business enterprise, including, but not limited to the lease obligation due and payable to T & K Conveniences, any and all sales taxes, federal taxes, and any other indebtednesses attributable to the operation thereof.

6. Wife shall be and is divested of any right, title and interest in and to the real property located at 6120 South Mt. Juliet Road, Hermitage, Davidson County, Tennessee and Husband shall be and is vested with sole right, title or interest in and to said real property which is more specifically hereinafter described below as follows:

Land in the 2nd Civil District of Davidson County, Tennessee, described as follows, to-wit:

Said tract or parcel of land is described according to a property line survey and Site Plan of the Robert B. Smith et ux, Georgia D. Smith property by Gary R. Cummings, dated May 6, 1981, and revised May 10, 1984, as follows:

Beginning at an iron pin in the easterly margin of South Mt. Juliet Road, said point also being the southwest corner of the Odell Binkley, Jr. prperty (Book 5217, page 292, Register's Office for said County); thence leaving the easterly margin of said road and running with a fence line forming the southerly boundary of the Binkley Property and the northerly boundary of this tract South 85 degrees 15 min. east 1,429.27 feet to an iron pin, said point being the northeast corner of this tract; thence South 3 degrees 52 min. 28 sec. West 333.62 feet to an iron pin, said point being the southeast corner of this tract; thence North 88 degrees 45 min. 06 sec. West 491.43 feet to an iron pin; thence North 4 degrees 06 min. 22 sec. East 313.62 feet to an iron pin; thence North 85 degrees 15 min. 00 sec. West 937.46 feet to an iron pine in the easterly margin of South Mt. Juliet Road; thence with the easterly margin of said road North I degree 27 min. 11 sec. East 50.05 feet to the point of beginning and containing 5.00 acres, more or less.

Being the same property conveyed to Lelon Ray Richards and wife, Pat Richards by deed from Robert B. SMith and wife, Georgia Dell Smith, of record in Book 6302, page 216, Register's Office for Davidson County, Tennessee.

7. The parties mutually agree and acknowledge that there is presently outstanding two indebtednesses due and payable to the Lebanon Bank in the approximate amounts of $2,500.00 apiece. Husband and Wife mutually agree and acknowledge that each of them shall be solely responsible for and shall hold harmless and indemnify each other on one of said indebtednesses such that Wife shall pay the Lebanon Bank debt which was first in origin and Husband shall pay the second indebtedness created at the Lebanon Bank.

8. Wife shall be and is vested with sole right, title or interest in and to all of the personal property, furniture, furnishings and appliances located at 1114 Arbor Lake Blvd. Hermitage, Davidson County, Tennessee 37076 and Husband shall be and is divested of any right, title or interest in and to said personal property. Wife shall be and is divested of any right, title or interest in and to any of the personal property located

at 6120 South Mt. Juliet Road, Hermitage, Davidson County, Tennessee 37076 and Husband shall be and is vested with sole right, title and interest in and to said personal property located therein, with the exception that Wife shall be and is permitted to remove from said residence any and all personal property which can be identified as belonging to her son, Erik Wimpee, and Wife's sewing machine.

9. For and in consideration of the transfer by Wife of all of her right, title and interest in and to the business enterprise known as L & P Fast Stop, and all of her right, title and interest in and to the real property referred to in paragraph no. 7, previously held by the parties as Tenants by the Entirety, Husband shall pay directly to Wife the sum of $60,000.00 which shall be paid over the course of five (5) years in 260 installments as follows: the first payment in the amount of $230.76 to be paid on or before January 30, 1987, and a like sum thereafter for each and every consecutive week for a period of 259 payments with a final installment (260th payment) to be paid on or before January 30, 1992. All payments shall be made directly to Wife at her present residence or at such place as she shall designate in writing. Until such time as the entire sum of $60,000.00 shall have been paid to Wife; Wife shall retain a lien upon the real property referred to in paragraph no. 7 and upon all inventory, goods and chattels located at the L & P Fast Stop. Husband agrees that Wife shall be and is permitted to record a lien in the Register's Office for Davidson County, Tennessee to reflect the security interest which Husband does herewith grant to her for the repayment of said indebtedness and to record if she deems fit a financing statement with the Secretary of State's Office on all goods and inventory located in said store.

10. Husband and Wife agree that from and after the date of this Agreement, each shall be solely responsible for his or her own debts and obligations, except as may otherwise be specifically set out in this Agreement. Neither party shall be authorized to incur any debts, liability or obligation on behalf

of the other, and each agrees to indemnify and hold the other harmless from any such debts, liabilities and obligations.

11. Husband and Wife each agree to execute any documents or instruments which are, or may become, necessary to implement the terms and intents of this Agreement.

12. Husband and Wife agree that this Agreement is a transfer of appreciated property between spouses in connection with a divorce, and is not a sale or exchange or other disposition, but is an equal division of property by co-owners.

13. With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless from the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under 11 USC 523(5) of the Bankruptcy Code, this obligation being part of the financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Property Settlement Agreement.

14. Wife agrees that she shall be and is solely responsible for her reasonable attorney's fees and all the court costs incurred in this cause, for all of which let execution issue if necessary.

15. Husband and Wife each acknowledge that the provisions contained in this Agreement are fair, adequate, and equitable, claims and demands arising out of the marriage relationship. Hereafter, neither Husband nor Wife shall have any claim against the other for division of property, alimony, attorney's fees, or claims made by virtue of the laws of descent and distribution. It is further understood and agreed by and between Husband and Wife that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. Further, this Agreement is the entire Agreement between the parties, and each acknowledges receipt of a copy of this Agreement.

16. Further Husband acknowledges that David R. Kennedy represents Wife, and not Husband; that he understands that he has the right to be represented by his own attorney now, or at any time during this divorce proceeding; and that he is not relying upon any representations or advice by David R. Kennedy in entering into this Agreement.

17. This Agreement shall be submitted to the Judge of the Court first captioned herein, and if approved shall be incorporated into any Final Decree of divorce granted on the grounds of irreconcilable differences, with the understanding that Husband and Wife shall be bound thereby, but if disapproved shall be of no force and effect.

WITNESS OUR HANDS the date(s) set forth below.

Lelon Ray Richards
LELON RAY RICHARDS
Husband

Patricia Richards
PATRICIA RICHARDS
Wife

12-22-86
DATE

12-22-86
DATE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Lelon Ray Richards, the Husband, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the foregoing Property Settlement Agreement as "Husband" for the purposes therein contained, this the 22nd day of Dec., 1986.

Ronald E Bauer
NOTARY PUBLIC

My Commission Expires: 1-20-90

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Patricia Richards, the Wife, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the foregoing Property Settlement Agreement as Wife, for the purposes therein contained, this the 22nd day of Dec., 1986.

Ronald E Bauer
NOTARY PUBLIC

My Commission Expires: 1-20-90

The current addresses of the parties are as follows:

Husband: 6120 So. Mt. Juliet Rd., Hermitage, TN, 37076

Wife: 1114 Arbor Lake Blvd., Hermitage, TN, 37076

It is further ORDERED that the costs of this cause shall be taxed to Wife, Patricia Richards, for which let execution issue if necessary.

ENTER this the 20 day of March, 1987.

Joe P. Buckley
JUDGE

APPROVED FOR ENTRY:

David R. Kennedy

DAVID R. KENNEDY
Attorney for Wife
4207 Lebanon Road, Suite 200
Hermitage, Tennessee 37076
(615) 883-4998

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been sent by U. S. Mail, postage prepaid, to Husband/Defendant, Lelon Ray Richards, 6120 So. Mt. Juliet Road, Hermitage, Tennessee, 37076, this the 17th day of March, 1987.

David R. Kennedy

DAVID R. KENNEDY

10946

IDENTIFICATION REFERENCE

APR. 3 10 14 AM '87

BOOK 7191 PAGE 149

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* Probate *Circuit Court for Davidson County, Tennessee, on the* 20th *day of* March, *19* 87, *in Case Number* 86D-3845 *between* Patricia Richards *Plaintiff, and* Lelon Ray Richards *Defendant, as same remains of record in Book* 36B, *Page* 847 *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* 3rd *day of* April *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 _____ *D.C.*

Form #GR-117