157C/2420

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JAMES EUGENE BRYAN

VS. NO. 86D-810

CATHY ELAINE BRYAN (HORNSBY) BOOK 7194 PAGE 367

Map 162-03-0
397
Field Book - 05DN 5323

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 12th day of December, 1986, before the Honorable Muriel Robinson, Judge, upon the Counter-Complaint for Absolute Divorce field by Wife, subsequent withdrawal of Husband's original Complaint and Answer to Wife's Counter Complaint, submission to the Court of a written Property Settlement Agreement signed by both parties, testimony of Wife, statement of counsel in open Court, and from the entire record in this cause. From all of which the Court finds that these parties have suffered irreconcilable differences pursuant to T.C.A. Section 36-4-101(11). It is, therefore,

ORDERED AND ADJUDGED by the Court that the bonds of matrimony heretofore subsisting between the parties be, and the same are, hereby forever and perpetually dissolved and the Wife, Cathy Elaine Bryan (Hornsby) is granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further ORDERED AND ADJUDGED, and the Court affirmatively finds that the Property Settlement Agreement heretofore signed by the parties have made adequate and sufficient provision for the support and maintenance of the minor child and for an equitable division of the marital property of the parties, and the Court approves this Agreement in its entirety, as herein set forth:

120'32

IDENTIFICATION REFERENCE

APR 7 9 39 AM '87

CLERK & MASTER
DAVIDSON COUNTY, TN

PAID

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce filed by JAMES EUGENE BRYAN, hereinafter referred to as "Husband", against CATHY ELAINE BRYAN, hereinafter referred to as "Wife", under Docket No. 86D-810, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a property settlement agreement and tender same to the Court for approval, in the event a Decree of Divorce is granted in this cause, and

WHEREAS, both these parties have been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

(1) CONSIDERATION: The consideration for this Agreement is the mutual promises and agreements herein contained.

(2) NO INTERFERENCE: Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

(3) TAX EXEMPT STATUS: 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 represents a divsion of property by co-owners.

(4) TRIAL: Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

(5) CHILD CUSTODY: There is one minor child born to this union, namely, James Eric Bryan, age seven (7) years. The parties agree that the absolute care, custody and control of the minor child shall be awarded to Wife with reasonable visitation privileges reserved to Husband consisting of two (2) weeks summer visitation and split all holidays. During Christmas 1986, Husband shall have the minor child on Christmas Eve night until 10:00.A.M. Christmas Day.

During Christmas 1987, Husband shall have the child from 10:00 A.M. and the remainder of Christmas Day. The Christmas visitation schedule shall alternate each year.

(6) CHILD SUPPORT: Husband agrees to pay the sum of Two Hundred Twenty ($220.00) Dollars, per month, for the support and maintenance of the parties' minor child, said payments to be made directly to Wife. Said child support payments are to increase ten percent (10%) each year hereafter, until such time as the minor child attains the age of eighteen (18) years of age, or graduates from high school, whichever is the first event to occur.

(7) HEALTH INSURANCE: Husband agrees to maintain in full force and effect health insurance coverage for the benefit of the minor child until he attains his majority, or has graduated from high school, whichever is the latter event to occur. Any hospital, medical, doctor, dental, orthodonic, or optical expenses, not covered by the insurance, shall be paid one-half (½) by each party.

(8) VEHICLES: Husband shall retain the sole and exclusive ownership of the 1985 Trans Am, 1956 Nomad and 1955 Chevrolet, and all right, title and interest which Wife has in and to the aforementioned vehicles shall be divested from her and vested soley in Husband in fee simple absolute. Husband further agrees to assume any responsibility for any outstanding mortgage indebtedness owing on any of the above mentioned vehicles and to hold Wife harmless thereon. It is further agreed that all right, title and interest which Husband has in and to the 1986 Honda Accord shall be divested from him and vested solely in Wife. Wife agrees to assume responsibility for any outstanding mortgage indebtedness owing thereon and to hold Husband harmless from any responsibility thereon.

(9) DEBTS: It is agreed that Husband shall pay the outstanding indebtedness owing to Mastercard and Sears, and shall hold Wife harmless from any responsibility thereon.

(10) HOUSEHOLD FURNITURE AND FURNISHINGS: It is agreed that each party shall retain the furniture and furnishings and personal belongings presently in their possession.

(11) REAL PROPERTY: Wife presently owns the real property located at 4977 Algonquin Trail, Antioch, Davidson County, Tennessee. Property was conveyed to her by Quitclaim Deed of record in Book 6790,

Page 646, in the Register's Office of Davidson County, Tennessee, on February 26, 1986, at 3:56 p.m. Wife is to retain possession and ownership of the said property. Wife agrees to pay to Husband the sum of Eight Thousand Five Hundred ($8,500.00) Dollars, in lump sum, within ninety (90) days of execution of this instrument. Said payment shall release the lien in favor of James E. Bryan, dated October 18, 1984, and recorded in the Office of the Register of Deeds, Davidson County, Tennessee.

(12) COURT COSTS: Husband agrees to pay all Court costs associated with this proceeding.

(13) ACCEPTANCE BY THE PARTIES: With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under 11 USC section 523(5) of the Bankruptcy Code, this obligation being part of the final 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) FAIRNESS OF AGREEMENT: Wife acknowledges that the provisions of this agreement for her support and maintenance are fair, adequate and satisfactory to her and the minor child and in the keeping with her accustomed standard of living and her reasonable requirements.

(15) VOLUNTARY ACCEPTANCE: The provisions of this Agreement and their legal effect have been fully explained to the parties by counsel and each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

(16) ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

(17) ADDITIONAL INSTRUMENTS: Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties

acknowledge that they have read this Agreement in its entirety prior to the signing hereof, and that they have signed same voluntarily.

WITNESS OUR HANDS, this 12th day of December, 1986, as to the Wife, and the 11th day of December, 1986, as to the Husband.

Cathy Elaine Bryan
CATHY ELAINE BRYAN

James Eugene Bryan
JAMES EUGENE BRYAN

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 CATHY ELAINE BRYAN, with whom I am personally acquainted, and who acknowledges that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 12th day of December, 1986.

Jackie E Reeves
NOTARY PUBLIC

My Commission Expires: [illegible]

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 JAMES EUGENE BRYAN, with whom I am personally acquainted, and who acknowledges that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 11th day of December, 1986.

Tammy Lance Wilkes
NOTARY PUBLIC

My Commission Expires: 9-17-88

It is further **ORDERED AND ADJUDGED** that the child support payments, as set forth in the attached Property Settlement Agreement, cannot be reduced, prorated, or changed in any manner withouth the prior approval of this Court.

It is further **ORDERED AND ADJUDGED** that the parties addresses are as follows:

Addresses of the parties:

Cathy Elaine Bryan (Hornsby)
4977 Algonquin Trail
Antioch, TN 37013

James Eugene Bryan
242 Welch Road
Nashville, TN 37211

It is further **ORDERED AND ADJUDGED** that the costs of this cause are taxed against the Mr Bryan, for all of which execution may issue if necessary.

Enter this 12th day of December, 1986.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

JACKSON, TANNER & REYNOLDS

BY: ROBERT L. JACKSON
SOLICITOR FOR MRS. BRYAN
216 Third Avenue, North
Nashville, Tennessee 37201
615/256-2694

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree has been furnished to the Ms. Mary Leech, 207 Third Avenue North, Nashville, TN 37201, this 12th day of December, 1986.

ROBERT L. JACKSON

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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* 15th *day of* December, *19* 86, *in Case Number* 86D-810 *between* James Eugene Bryan *Plaintiff, and* Cathy Elaine Bryan (Hornsby) *Defendant, as same remains of record in Book* 157C, *Page* 2420 *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* 7th *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 K. Hartman, *D.C.*

Form #GR-117