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IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

K. Langford

WILLIAM GEORGE ARNOLD, Plaintiff)

v.) No. 87D-225

ROSALIE MARIE ARNOLD, Defendant)

FINAL DECREE

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This cause came on the be heard on the 7th day of April, 1987, before the Honorable James R. Everett, Jr., Judge of the Probate Court for Davidson County, Tennessee, on the Complaint for Divorce filed by the plaintiff. Upon hearing testimony of plaintiff, statements of counsel for plaintiff, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage.

It is therefore ORDERED, ADJUDGED and DECREED that the Plaintiff, William George Arnold, is hereby awarded an absolute divorce from the defendant, Rosalie Marie Arnold, on the grounds of irreconcilable differences, T.C.A. 36-4-103, and he is hereby restored to all the rights and privileges of an unmarried person.

Pursuant to T.C.A. 36-4-103(b), the Court affirmatively finds that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties. The Court hereby approves the Property Settlement Agreement and the same is hereby incorporated in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, entered into this 22nd day of January, 1987, by and between William George Arnold, hereinafter referred to as "Husband," and Rosalie Marie Arnold, hereinafter referred to as "Wife;"

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which

appear to be irreconcilable and there is now pending in the Fourth Circuit Court or Probate Court for Davidson County, Tennessee, a suit for divorce between the parties, being William George Arnold v. Rosalie Marie Arnold, bearing Docket Number 87D-225; and

WHEREAS, the parties desire to agree upon and fix their rights and duties respecting their respective estates and any and all matters concerning their respective rights and duties by reason of the marital relationship;

NOW THEREFORE, in settlement, adjustment and compromise of all property rights, and questions and all matters arising by reason of the marital relationship and IN CONSIDERATION of the mutual promises and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

1. The real property owned by the parties during the marriage as tenants by the entireties, located at 1413 Autumn Knoll, Hermitage, TN 37066, shall, upon the issuance of a divorce in this cause, be divested from the name of the Husband and vested solely in the name of the wife. This property, Map 85-1, Parcel 6, Field Book Number 4D 00004, is further described as follows:

> A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows TO-WIT:
>
> LAND in Davidson County, Tennessee, being Lot No. 158 on the Plan of Jackson's retreat, Phase III, as of record in Book 5200, pages 517 and 518, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 158, being a corner lot, fronts 57.52 feet on the northerly margin of Autumn Knoll and fronts 103.18 feet on the easterly margin of Autumn Knoll Court, said frontages being joined by a curve measuring 41.33 feet; the easterly line of said lot extends back 147.01 feet and intersects the northerly line which measures 59.22 feet thereon.
>
> BEING the same property conveyed to William G. Arnold and wife Rosalie M. Arnold by deed from Randall Phillips Builders, Inc., of record in Book 6293, page 633, Register's Office for Davidson County, Tennessee.
>
> This is improved property known as 1413 Autumn Knoll, Hermitage, TN 37076.

2. The indebtedness against the said real property at 1413 Autumn Knoll, Hermitage, Tennessee, evidenced by Deed of Trust of record in Book 6293, page 636, Register's Office for Davidson County, Tennessee, shall, upon the granting of a divorce in this cause, be assumed by the wife who shall timely make all monthly payments due on the said indebtedness and hold the husband harmless for payment of same.

3. The following personal property shall be awarded to the wife upon the granting of a divorce in this cause: contents of the house at 1413 Autumn Knoll, Hermitage, TN, except for husband's tools and personal effects, wife's 1986 Camaro automobile, contents of the parties' joint bank accounts at Third National Bank, Nashville, Tennessee, all credit cards issued in wife's name, and one-half of any Internal Revenue Service Refund which may come to the parties for 1986.

4. The husband, upon the granting of a divorce in this cause, shall be awarded his personal effects, tools, 1979 Datsun pickup truck, and one-half of the 1986 Internal Revenue Service tax refund.

5. The wife shall remain solely responsible for any and all indebtedness which is in her own name, including but not limited to the 1986 Camaro and credit cards. In the event the parties should owe money to the IRS for 1986, wife agrees to pay one-half and husband agrees to pay one-half.

6. Husband shall remain solely responsible for any and all indebtedness which is in his own name and not in the name of the wife, including but not limited to the 1979 Datsun pickup truck and his credit cards. Husband also agrees to pay the loan at Third National BAnk which was made by both parties for the purpose of starting a business for the husband. Wife relinquishes any claim to this business and husband holds wife harmless for payment of same.

7. The parties each agree to pay one-half of the costs of this cause, for which execution may issue if necessary.

8. The parties agree that this Agreement, subject to Court approval, shall be incorporated in and made a part of any decree of divorce which may be entered hereafter.

IN WITNESS WHEREOF, the parties hereto set their signatures as indicated below.

/s/ William George Arnold
William George Arnold (Husband)

/s/ Rosalie Marie Arnold
Rosalie Marie Arnold (Wife)

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me the undersigned, a Notary PUblic in and for said County and State, William George Arnold, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained. WITNESS my hand and official seal this 22nd day of January, 1987.

/s/ Johnnie A Andrews Luken
NOTARY PUBLIC
My commission expires: 3/11/90

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Rosalie Marie Arnold, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained. WITNESS my hand and official seal this 9th day of February, 1987.

/s/ Margaret T. Samples
NOTARY PUBLIC

My commission expires: 9/11/90

It is ORDERED, ADJUDGED and DECREED that all provisions of said Property Settlement Agreement are hereby approved and made the judgment of the Court.

The final costs of this cause will be paid by the parties equally, for which execution may issue if necessary.

This the 7th day of April, 1987.

JAMES R. EVERETT, JR., JUDGE

APPROVED FOR ENTRY:

Gerald A. Burkett
Attorney for Plaintiff
211 Union St., Suite 303
Nashville, TN 37201-1582
Phone 242-5020

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been mailed to the defendant, Rosalie Marie Arnold, 1413 AuTumn Knoll, Hermitage, TN 37076, on this the 7th day of April, 1987.

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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* Probate ~~Circuit~~ *Court for Davidson County, Tennessee, on the* seventh *day of* April, 19 87, *in Case Number* 87D-225 *between* William George Arnold *Plaintiff, and* Rosalie Marie Arnold *Defendant, as same remains of record in Book* 36B, *Page* 1330 *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* tenth *day of* April *in the year one thousand nine hundred and* eighty-seven *and in the* 211th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Teresa Squires *D.C.*

Form #GR-117