3(A)458

FILED

1982

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

..., Clerk

By H N Deputy

DANA KULA WALKER,)

Plaintiff)

BOOK 7244 PAGE 871

VS) NO. 82D-969

DOUGLAS WAYNE WALKER,)

Defendant)

Map # 116-4

Parcel No. 53

FINAL DECREE OF DIVORCE

THIS cause came on to be heard before the Honorable James M. Swiggart, Judge, on the 14th day of June, 1982, upon the Complaint for Absolute Divorce, judgment by default against the defendant, statement of counsel, testimony of the plaintiff, and from all of which the Court finds that the parties have irreconcilable differences, have entered into a Property Settlement Agreement providing for the division of property, which the court affirmatively finds to be an adequate and sufficient settlement of the property rights of the parties.

The court, therefore, finds that the parties should be awarded an absolute divorce and restored to all rights and privileges of unmarried persons and it is , therefore, ORDERED, ADJUDGED and DECREED.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the parties be and are hereby forever perpetually dissolved, that the plaintiff is awarded an absolute divorce from the defendant, that the plaintiff is restored to her maiden name, Dana Kula, and that both parties are restored to all the rights and privileges of unmarried persons subject to the provisions of the Property Settlement Agreement.

It further appears to the Court that the parties have entered into a Property Settlement Agreement, and IT IS, THEREFORE, ORDERED that said Property Settlement Agreement by and is hereby made a part of this Final Decree of Divorce in its entirety:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made this ____ day of March, 1982, between DOUGLAS WAYNE WALKER, of Nashville, Tennessee, hereinafter called the "Husband", and DANA KULA WALKER, of Nashville, Tennessee, hereinafter called the "Wife".

W I T N E S S E T H:

WHEREAS, the parties hereto, were married on June 20, 1980, in Nashville, Tennessee, separated on February 18, 1982, and since that date have been living separate and apart; and

WHEREAS, the parties hereto desire to define their respective obligations to each other and to record their understanding; and

WHEREAS, each party hereto gives to the other his/her promise as consideration for the promises of the other party.

NOW, THEREFORE, IT IS AGREED between the parties hereto as follows:

1. Purpose of Agreement. This Agreement has been entered into between the Husband and Wife for the purpose of defining their respective rights and obligations to each other. Both Husband and Wife accepts the provisions of this Agreement and except as therein provided, each waives any right for support and maintenance from the other and any right in and to the property of the other. Husband and Wife agree that neither will incur any liabilities whatsoever upon the credit of the other following the execution of this Agreement, and each will indemnify the other against all future obligations of every kind incurred by him or her, including those incurred for the necessaries, except as herein provided.

In the event that either of the parties institutes an action for divorce and in the event the court directs the entry of a final decree of divorce, either party may submit a decree

for the approval of the court incorporating the provisions of this Agreement.

2. Debts of Parties. Wife agrees to make the monthly payment on the 1981 Ford Mustang automobile to Ford Motor Credit Company and the Husband agrees to pay any and all other debts of the parties. Each of the parties agree to hold the other harmless for said debts.

3. Division of Real and Personal Property. All property, both real and personal, owned by the parties is, pursuant to the provisions of T.C.A. §36-825, equitably divided as follows:

(a) The real property located at 150 Kenner Avenue, Nashville, Davidson County, Tennessee, shall become the sole property of the Husband, the same being more particulary described as follows:

> Land in Davidson County, Tennessee being the northerly one-half (1/2) of the re-subdivision of Lot No. 17 on the Map of Kenner Manor Subdivision of record in Book 3106, page 59, Register's Office for Davidson County, Tennessee
>
> Said part of Lot No. 17 fronts 50 feet on the northerly side of Kenner Avenue and extends back 196 feet on the westerly line and 192.75 feet on the easterly line to a dead line in the rear measuring 50.08 feet thereon.
>
> Being the same property conveyed to Douglas Wayne Walker and wife, Dana Kula Walker, by deed of record in Book 5630, page 114, Register's Office for Davidson County, Tennessee.

(b) Wife shall be the owner of the 1981 Ford Mustang automobile.

(c) Wife shall be the owner of the following furniture, furnishings and household goods:

One (1) wingback chair
one (1) oriental rug
One (1) antique secretary
One (1) oak dresser
Two (2) mirrors
One (1) throwrug
Two (2) antique tables
One (1) coffee table
One (1) twin bed
One (1) stereo
One (1) antique telephone - French Provincial

miscellaneous kitchen utensils

(c) All other furniture, furnishing and household goods located in the parties' home now owned by the Husband, or by the parties, shall continue to be or shall become the separate property of the Husband.

(d) The parties agree to execute all documents of ownership required to accomplish and record the ownership of the foregoing items.

4. The parties agree to enter into this Agreement and desire that it be incorporated as part of any final decree of divorce that may hereafter be entered in the Circuit Court of Davidson County, Tennessee.

5. Each party expressly agrees that he or she has entered into this Agreement after mutual consideration, that consent to the execution of this Agreement has not been obtained by duress, fraud or undue influence by any person, and that no misrepresentations of fact have been made by either party to the other except as herein expressly set forth, each has full knowledge of the business affairs and the nature, extent of the value of the separate property of the other, and this Agreement is fair and reasonable. This Agreement shall be binding upon the respective heirs, next of kin, executors, administrators and assigns of the parties.

6. Each of the parties agree to execute and to deliver to the other party all documents that may be reasonably required to accomplish the intention of this Agreement and shall do all things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment and conveyance of property and rights in such manner and with such force and effect as shall be necessary to effectuate the terms of this Agreement.

This Agreement shall be construed and governed in accordance with the laws of the State of Tennessee.

The Wife agrees to pay the fee of Fred E. Cowden, Jr.

and to pay the costs of the divorce action in the Circuit Court of Davidson County, Tennessee.

Following the execution of this Agreement, neither party shall be authorized to act as agent for the other in any transaction, and each agrees that he or she will not incur any debts or obligations for which the other shall be liable or responsible. Each agrees to indemnify and hold the other harmless against any and all debts or obligations made or incurred by him or her after the date of this Agreement.

IN WITNESS WHEREOF, the parties have signed and acknowledged this Agreement on the date above written.

/s/ Douglas Wayne Walker
DOUGLAS WAYNE WALKER

/s/ Dana Kula Walker
DANA KULA WALKER

FILED
MAY 22 10 00 AM '82
FELIX Z. HALL
DAVIDSON COUNTY, TENN.
IDENTIFICATION REFERENCE
2870

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 DOUGLAS WAYNE WALKER, the bargainor herein, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this ____ day of March, 1982.

/s/ Connie K. Gossett
Notary Public

My commission expires:

4/22/84

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 DANA KULA WALKER, the bargainor herein, with whom I am personally acquainted and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this ____ day of March, 1982.

Notary Public

My commission expires:

IT IS FURTHER ORDERED that the costs of this cause are assessed to the plaintiff, for all of which let execution issue if necessary.

ENTERED, this 22nd day of June, 1982.

JUDGE

APPROVED FOR ENTRY:

FRED E. COWDEN, JR.
Attorney for Plaintiff

I certify that a copy of the foregoing Final Decree of Divorce has been sent to Douglas Wayne Walker, 150 Kenner Avenue, Nashville, Tennesee 37205, this 15 day of June, 1982.

Fred E. Cowden, Jr.

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* Sixth *Circuit Court for Davidson County, Tennessee, on the* Twenty-Second *day of* June, *19* 82, *in Case Number* 82D-969 *between* Dana Kula Walker *Plaintiff, and* Douglas Wayne Walker *Defendant, as same remains of record in Book* 31A, *Page* 458 *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* 22nd *day of* May *in the year one thousand nine hundred and* Eighty-Seven *and in the* 211th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117