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IN THE SECOND CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

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SANDRA CREASY WOOSLEY)
Plaintiff)
VS.) No. 83D-1228
RAYMOND LEON WOOSLEY, JR.)
Defendant)

FINAL DECREE

This cause came on to be heard on the 5th day of August, 1983, at 9:00 a.m. before the Honorable Harry S. Lester, of the Second Circuit Court of Davidson County, Tennessee, upoon the Petition for Absolute Divorce heretofor filed in this cause and it satisfactorily appearing to the Court that parties have encountered such irreconcilable differences in their marriage that a final decree of divorce should be awarded pursuant to T.C.A. 36-801 (II).

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff, Sandra Creasy Woosley, be and she is hereby awarded an absolute divorce from the defendant, Raymond Leon Woosley, Jr., and restored to all the rights and privileges of an unmarried person.

It further appearing to the Court that the parties made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between the said parties, the said written agreement being as follows:

"PROPERTY SETTLEMENT AGREEMENT"

THIS AGREEMENT made and entered into this 18th day of July, 1983, by and between SANDRA CREASY WOOSLEY, hereinafter referred to as the "Wife", and RAYMOND LEON WOOSLEY, JR., hereinafter referred to as the "Husband", at Nashville, Davidson County, Tennessee.

WHEREAS, the parties hereto are husband and wife and a complaint for divorce filed by the Wife is pending in the Second Circuit Court of Davidson County, Tennessee, and it appearing that a reconciliation of the parties is unlikely, it is to the best interests of the parties that arrangements be made for the division of the property accumulated by the parties during their marriage.

NOW, THEREFORE, for and in consideration of the mutual promises made one to the other, and other good and valuable considerations, the receipt of which is

hereby acknowledged by each of the parties, it is agreed and understood between the parties as follows:

1. Beginning July 1, 1983, for a period of two years Husband will pay the sum of Eighteen Hundred and Fifty Dollars ($1,850.00) each month for alimony directly to Wife, plus Three Hundred and Fifty Dollars ($350.00) per child for a total of Seven Hundred Dollars ($700.00) per month for the two children.

2. Beginning July 1, 1985, the alimony will be reduced to Fifteen Hundred and Fifty Dollars ($1,550.00) a month, and one of the children will have reached its majority and there will only be a payment of Three Hundred and Fifty Dollars ($350.00) per month for the one minor child, Kristin, for a total payment of Nineteen Hundred Dollars ($1,900.00) per month. After both children reach majority, the Husband will pay the Wife the sum of Fifteen Hundred and Fifty Dollars ($1,550.00) per month until her death or remarriage.

3. In addition to these payments the Husband agrees to pay all the educational expenses at Harpeth Hall and in college whenever the college payments become due and all of their clothing needs in addition to the payment of the child support and educational expenses. Three times a year the Husband will give the two girls his charge cards for their special clothing needs as the seasons change. He will continue to make these payments as long as the two girls are in school and in good standing in their studies.

4. Household furnishings, furniture, and appliances having been divided, each party will retain those household furnishings and appliances now in their possession and becomes their property solely.

5. The Wife will receive one half of the $240.00 per month payment from the owners of the duplex located at 202 Cherokee Road until the balance is paid, these payments being on a second mortgage. However, there will be at the end of four years a balloon note of approximately $11,000.00 which will be paid in a lump sum and to be divided equally between the parties. This payment will not be termed alimony, therefore not taxable to the Wife nor deductable by the Husband.

6. Husband agrees to provide life insurance in the amount of $150,000.00 with the Wife as beneficiary and an additional $350,000.00 insurance with the Wife as trustee for the two minor children for their educational needs in the event of her husband's untimely death. However, in the event of the Wife's remarriage parties will then renegotiate the amount of money payable to her direct but not as to her as trustee for the minor children.

7. The parties agree that the Husband will pay a retainer fee of $1,500.00 plus the filing fee of $72.00 which has been paid by said party.

8. The parties agree that all of the right, title, and interest unto a Reinell boat and trailor with the approximate value of $1,800.00 be divested out of the Wife and invested solely in the Husband.

9. The parties agree that the Mazda RX-7 automobile which is now presently titled in both parties names will be vested solely in the Wife and Husband agrees to sign over the title to her upon the execution of this Property Settlement Agreemment.

10. The Parties agree that the Porsche automobile now in the possession of the Husband will be his solely and the parties agree that any interest which the Wife may have in said Porsche by reason of her marriage to the defendant will be divested out of her and vested solely in the Husband.

11. The parties agree that the 1981 Eldorado now titled in both parties names will become the sole and separate property of the Wife and the Husband will execute any and all papers necessary to transfer title to her and the Wife agrees to pay the balance of approximately $6,000.00 dollars as of August 1, 1983 and hold the Husband harmless for any payments on said automobile.

12. It is further agreed between the parties that the Wife will be released by the Husband and held harmless from any and all payments on the condominium located at 5039 Hillsboro Road, known as Jefferson Square, which is now titled solely in the Husband's name. Further, the Husband will be released from any and all claims on the first mortgage or any mortgage on the condominium located at 4400 Belmont Park Terrace, and known as Arden Place. Both parties agree to indemnify the other for any payments they might be required to make by being a co-signer on the note and on the Deed of Trust attaching to each piece of property. Both parties are free to sell, trade or otherwise dispose of their own condominium as they see fit.

13. That this settlement contains the entire agreement between the parties and shall be included in and become a part of any Decree or Order of Divorce entered in dissolution of their marriage.

/s/ Sandra Creasy Woosley

/s/ Raymond Leon Woosley, Jr.

WITNESS:
Lisa Kem Childress

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the foregoing Property Settlement Agreement be and the same is hereby approved by the Court and is ordered to be incorporated herein and made a part hereof and become an order of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the costs of this cause are taxed against the defendant, Raymond Leon Woosley, Jr., for which execution may issue if necessary.

Judge

8/5/83

APPROVED FOR ENTRY:

DODSON, HARRIS, ROBINSON & ADEN

BY: _____
Mac E. Robinson
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been mailed, postage prepaid, to Mr. Raymond Leon Woosley, Jr., Defendant, 5039 Hillsboro Road, #114, Nashville, Tennessee, 37215, on this the 5th day of August, 1983.

Mac E. Robinson

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IDENTIFICATION REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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* Second *Circuit Court for Davidson County, Tennessee, on the* 5th. *day of* August, *19* 83, *in Case Number* 83D-1228 *between* Sandra Creasy Woosley *Plaintiff, and* Raymond Leon Woosley, Jr. *Defendant, as same remains of record in Book* 128A, *Page* 506 *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* 1st. *day of* July *in the year one thousand nine hundred and* Eighty-Seven *and in the* 211th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By D. Tucker *D.C.*

Form #GR-117