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GEORGE L. ROOKER, CLERK

BY Spurlock D.C.

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

NANCY L. DAVIS,

Complainant,

vs.

ERIC E. DAVIS,

Defendant.

No. 87D-768

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FINAL DECREE

This cause came on for final hearing on June 16, 1987, before the Honorable James R. Everett, Jr. Judge of the Probate Court of Davidson County, Tennessee, upon Complaint for Absolute Divorce filed by Wife, Submission to the Court of a properly executed Property Settlement and Custody Agreement, testimony of Wife, statement of counsel, and the entire record herein, from all of which the Courts finds as follows:

From the testimony of Wife, **NANCY L. DAVIS**, it appears that the parties hereto have differences in their marriage which cannot be reconciled and therefore should be divorced upon the basis of irreconcilable differences.

It is therefore, **ORDERED, ADJUDGED** and **DECREED** that the bonds of matrimony heretofore existing between the parties be, and the same are hereby, forever, and perpetually dissolved, and the Complainant, **NANCY L. DAVIS**, is granted an absolute divorce from the Defendant, **ERIC E. DAVIS**, and restored to all the rights and privileges of an unmarried person.

It is further **ORDERED, ADJUDGED,** and **DECREED** and the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable division of any property rights between the parties, and adequate provision of the minor children. Said Agreement is in words and figures as follows:

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PROPERTY SETTLEMENT AND CUSTODY AGREEMENT

WHEREAS, there is presently pending in the Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce filed by **NANCY L. DAVIS**, hereinafter referred to as "Wife," against **ERIC E. DAVIS**, hereinafter referred to as "Husband," under Docket No. 87D-768, and

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

WHEREAS, both 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 contained herein.

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 the divorce and is not a sale or exchange or other disposition, but is an equal division of property by co-owners.

4. TRIAL: Wife shall proceed to trial to obtain an Absolute Divorce upon the ground of Irreconcilable Differences.

5. CHILD CUSTODY: The parties have one minor child, to wit, **MARK DAVIS**, age fourteen (14) years. The parties agree that the legal relationship presently existing between the minor and the parties shall continue and legal custody shall be vested jointly in the parties. The parties further agree that custodial intervals with possession of the minor child shall be shared with the desire of the minor child to be the paramount concern of the parties. Husband shall be the primary residential parent, and both parties shall exercise frequent and liberal visitation with the child during their non-custodial intervals. Visitation shall include, but shall not be limited to the following: every other weekend from 6:00 p.m. Friday until 8:00 a.m. Monday, one week at Christmas, alternate holidays, including Thanksgiving Day, Memorial Day, July 4, and Labor Day, a portion of the child's birthday, Father's Day to Husband, Mother's Day to Wife, and extended visitation intervals during non-school months.

6. CHILD SUPPORT: The parties agree that Husband shall be responsible for the financial support of the minor child regardless of with which parent the child resides. During Wife's custodial intervals, Husband shall

pay directly to Wife the sum of **THREE HUNDRED DOLLARS ($300.00)** per month, with the same to be received by Wife on or before the first day of each and every month. As further child support, Husband shall provide medical, dental, and hospitalization insurance coverage for the benefit of the minor child and shall pay one half of any medical expenses incurred by the child not covered by said insurance coverage.

7. REAL PROPERTY: The parties own real property located at 532 Moss Landing, Antioch, Tennessee. Husband shall retain said property as his sole and separate property after the payment to Wife of one half of the equity held by the parties. The parties agree that within forty-five (45) days of the entry of Final Decree the parties real property shall be appraised, and Husband shall pay directly to Wife one half of the appraised value minus the payoff of the existing first mortgage. Wife shall sign all necessary documents so that Husband retains ownership of said property in fee simple.

The parties further own six (6) acres of real property located on Preston Road, Antioch, Tennessee, and agree that Husband shall receive Wife's one half interest in said real property so that he retains said property in fee simple absolute.

8. VEHICLES: The parties agree that Wife shall retain as her separate property the 1983 Chevrolet automobile and any indebtedness existing thereon shall be the sole responsibility of Husband and he shall indemnify Wife and hold her harmless thereon. Husband shall retain the 1984 Nissan automobile as his separate property, and the indebtedness existing thereon shall be Husband's sole responsibility, and he shall indemnify and hold Wife harmless thereon.

The parties agree that the 1984 Pontiac automobile presently driven by the the parties' older son shall become the sole property of said son and Husband shall sign all necessary documents to prefect the transfer of ownership to **STEPHEN DAVIS** within a reasonable interval following the divorce of the parties.

9. LIFE INSURANCE: . Husband agrees to continue life insurance coverage on his life provided through his employer and agrees to name the parties' children as the sole equal beneficiaries thereof until the younger son attains the age of twenty-three (23) years.

10. HOUSEHOLD FURNITURE AND FURNISHINGS: The parties agree that the household furniture and furnishings shall be divided as follows: Wife shall retain as her separate property free and clear of any claim of Husband, the following items of personalty: master bedroom suite, large T.V., stereo receiver and set of speakers, refrigerator, washer, dryer, blue sofa, waterbed, blue and wheat chairs, brass lamp, freezer, all rugs, draperies, all small appliances, and all other items of personalty not specifically retained by Husband; Husband shall retain as his separate property the following items

of personalty: brown sofa, brown chair, waterbed, brass lamp, two (2) small T.V.'s, stereo receiver and large speakers, all hand tools, yard tools, and equipment.

Husband shall further retain as his separate property free and clear of any claim of Wife, the bass boat, motor, and trailer.

11. FEDERAL INCOME TAX: The parties agree that the 1986 Federal Income Tax Return shall be divided equally between them.

12. CREDIT: The parties agree that neither shall further encumber the credit of the other following the signing of this Property Settlement and Custody Agreement. The parties further agree that Husband shall be responsible for and shall pay, holding Wife harmless thereon, all marital obligations disclosed as of date of separation of the parties.

13. LIQUID ASSETS: The parties agree that each shall retain sole ownership of the IRA's, and bank accounts presently in their individual names free and clear of any claim of the other, and any joint accounts shall be divided equally between the parties prior to the date of divorce of the parties.

14. STOCKS AND BONDS: Each party agrees that Husband shall retain as his sole property any stocks and bonds in his own possession.

15. JEWELRY AND WEARING APPAREL: Each party shall be awarded the sole and exclusive ownership of his or her jewelry, clothes, ornaments of the person, and personal wearing apparel, free from any claim of the other party.

16. ATTORNEY'S FEES: Each party shall be responsible for his or her own attorney fees.

17. COURT COSTS: Husband agrees that he shall be responsible for any and all Court costs in connection with this divorce action not heretofore paid by Wife.

18. 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 obligations are nondischargeable debts under §523(a)(5) of the Bankruptcy Reform Act of 1978 (or any corresponding provision in any other bankruptcy law), these obligations being part of the final financial support settlement for both parties. These financial obligations on the part of both parties are not a part of the property settlement. The division of the property is set forth elsewhere in the property settlement agreement.

19. FAIRNESS OF AGREEMENT: Wife acknowledges that the provisions of this Agreement for her support and maintenance are fair, equitable, and satisfactory to her and the minor children and in keeping with her accustomed standard of living and her reasonable requirements.

20. VOLUNTARY ACCEPTANCE: The provisions of this Agreement and their legal effect have been fully explained to the parties by their respective counsel and each party acknowledges that the Agreement fully, adequately and sufficiently provides for the custody and maintenance of the parties'

children and for the equitable settlement of the parties' property rights and debt liability; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

21. 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.

22. 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 thereof and that they have signed the same voluntarily.

23. EFFECTIVE DATE OF AGREEMENT: The parties agree that the Property Settlement and Custody Agreement shall become fully effective and shall bind the parties upon the signing of the agreement by both parties.

WITNESS OUR HANDS, this 16th day of June, 1987, as to Wife, and the 16th day of June 1987, as to Husband.

/S/NANCY L. DAVIS
NANCY L. DAVIS

/S/ERIC E. DAVIS
ERIC E. DAVIS

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public, in and for the aforesaid State and County, the within named Bargainor, **NANCY L. DAVIS**, who made oath that she executed the foregoing Agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 16th day of June, 1987.

/s/ SANDRA F. JONES
Notary Public
My Commission Expires: 11/12/89

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public, in and for the aforesaid State and County, the within named Bargainor, **ERIC E. DAVIS**, who made oath that he executed the foregoing Agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 16th day of June, 1987.

/s/ SANDRA F. JONES
Notary Public
My Commission Expires: 11/12/87

It is, therefore, **ORDERED, ADJUDGED** and **DECREED**, that the Property Settlement and Custody Agreement heretofore

presented to the Court and incorporated herein is hereby approved by the Court and made the judgment thereof in all respects.

It is further **ORDERED** that unless specifically ordered by the Court, support shall not be reduced or prorated. Wife's address is New Nashville Highway, Chalet Apartments, Unit 8, Smyrna, Tennessee 37167, and Husband's address is 532 Moss Landing, Antioch, Tennessee 37013.

It is further **ORDERED** that Husband shall pay all costs of this cause for all of which execution may issue if necessary.

ENTERED this 22 day of June, 1987.

JUDGE J R Lynn

APPROVED FOR ENTRY:

Sandra Jones

Sandra Jones
Attorney for Wife
213 Third Avenue North
Nashville, Tennessee 37201
(615)256-6401

CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing Final Decree has been mailed to **ERIC E. DAVIS** at 532 Moss Landing, Antioch, Tennessee 37013, on this the 16th day of June, 1987.

Sandra Jones
Sandra Jones

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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* twenty-third *day of* June, *19* 87, *in Case Number* 87D-768 *between* Nancy L. Davis *Plaintiff, and* Eric E. Davis *Defendant, as same remains of record in Book* 37B, *Page* 1026 *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* 18th *day of* August *in the year one thousand nine hundred and* eighty-seven *and in the* 212th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117