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CLERK & MASTER
D.C.
K. Langford

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CLARA MARIE (PLAUCHE) HARPER)
)
PLAINTIFF)
)
VS) NO: 87D-1119
)
DAVID HUGH BIRNBAUM)
)
DEFENDANT) BOOK 7343 PAGE 874

FINAL DECREE

This cause came on to be heard on 8th day of June, 1987, before the Honorable Muriel Robinson, Judge, upon the plaintiff's Complaint for Absolute Divorce on the ground of irreconcilable differences, written notarized Property Settlement Agreement executed by the parties making specific reference to the pending divorce, personal service of process on the defendant being thereby waived pursuant to T.C.A. § 36-4-103, testimony of the plaintiff in open Court, statement of counsel, and the entire record in this cause, from all of which the Court is of the opinion that the plaintiff should be granted an absolute divorce on the ground of irreconcilable differences.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the plaintiff shall be and hereby is granted an absolute divorce from the defendant and is restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the court has affirmatively found that the parties have made adequate and sufficient provisions by written agreement for the custody and maintenance of the children (if any) of that marriage and for the equitable settlement of any property rights between the parties and said agreement shall be and hereby is incorporated herein verbatim, as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 19th day of March, 1987, by and between CLARA MARIE HARPER, hereinafter called "Wife", and DAVID HUGH BIRNBAUM, hereinafter called "Husband":

W I T N E S S E T H

WHEREAS, the parties have encountered marital difficulties which are apparently irreconcilable; and,

WHEREAS, the parties hereto are mutually desirous of adjusting certain property rights between themselves; and,

WHEREAS, the parties further desire to comply with the conditions precedent to the granting of a divorce on the basis of irreconcilable differences under T.C.A. § 36-4-103;

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. The Husband shall receive the real estate, and shall assume and pay the indebtedness thereon, located at 829 Harpeth Bend Road, Nashville, Tennessee, described as follows:

> Land in Davidson County, Tennessee, being Lot No. 744 on the plan of Harpeth Woods, Section Two, as of record on Plat Book 5200 page 280, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to David H. Birnbaum and wife, Clara M. Harper, by deed of record in Book ____, page _____, Register's Office for Davidson County, Tennessee.

2. The Husband shall also receive the real estate located in Cheatham County, Tennessee, being Lot No. 422 on the plan of Section B, Interstate West Ranchettes Subdivision, described as follows:

> Beginning at a point in the east margin of Campbell Ridge Road the same being the Northwest Corner of Tract No. 421, Section B, Interstate West Ranchettes Subdivision, and the Southwest corner of Tract No. 422 of said Subdivision; thence, with the line between said tract S. 80, 50' E. 546 feet to a point, the same being the N.E. corner of Tract No. 421 and the S.E. Corner of Tract No. 422; thence, N. 16° 30' W. 334 feet to a point, the same being the Northwest corner of Tract No. 422 and the Southeast corner of Tract No. 423 thence, with the line between said tracts, in a westerly direction, 443 feet to a point in the east margin of said road, the same being the Northwest corner of Tract No. 422 and Southwest corner of Tract No. 423; thence, with the East margin of said road around a curve to the right with a angle of 18° 06' a total of 191 feet to the point of beginning.
>
> Being a portion of the same property conveyed to David H. Birnbaum and Clara Harper by deed from Rodney L. Bates and wife, Sandra Bates, of record in Book 229, page 23, Register's Office for Cheatham County, Tennessee.

3. The Wife shall receive the real estate located in Cheatham County, Tennessee, described as follows:

> Being Tracts Nos. 410 and 411, Section B, Interstate West Ranchettes Subdivision, as shown in the Plan of said Subdivision, of record in Deed Book 116, page 459, Register's Office for Cheatham County, Tennessee, to which record reference is here expressly made.
>
> Being a portion of the same property conveyed to David H. Birnbaum and Clara Harper by deed from Rodney L. Bates and wife, Sandra Bates, of record in Book 229, page 23, Register's Office for Cheatham County, Tennessee.

Wife hereby agrees to convey Lot No. 411 to her daughter, Jene-Marie Evans.

4. The Wife shall receive the following personal property: one Golden Retreiver (Eleanor, and two cats, (Flag and Irma), one dog house and one cat house, all the plants, 2 clock radios, 2 portable tape players, stereo tapes, rocking chair, wicker & stuffed cushion chair, gold recliner, dining room suite and china cabinet, all items stored in the china cabinet, plant stand, grand baby furniture, 1 wok, kitchen caddy, step stool, wine rack, unfinished chest, wic[illegible] wastebaskets, recipe box, 2 living room side tables, large dog pictures, living room mirror, 2 telephones, embroidered picture, ottoman, oak descrambler, her bedroom furniture, pink couch, brass lamp, two wall lamps, Kirby vacuum cleaner, sewing kit, Hinkle knives, bakeware, lazy susan, big iron pot, medium silver pot, double boiler, aluminum boiler, one electric skillet, 1/2 of Tupperware, big wicker clothes basket, gas grill, scale, blender, toaster, Mouli grater, medium iron skillet, blue skillet, hand grater, salad spinner, wooden shelf, large wooden salad bowl, wooden dish drainer, 1/2 cooking utensils, Christmas decorations, 1/2 towels and sheets, 1/2 condiments, living room vases, box and duck, bedroom picture, little house pictures, one heater, and her personal belongings.

5. The Wife shall receive the 1986 Mercury automobile, and the Husband shall receive the Toyota Celica automobile and the red station wagon.

6. Husband agrees to transfer his stock in Natchez Trace Insurance Agency, Inc., to Jene-Marie Evans, the Wife's daughter.

7. All other property owned by the parties shall become the property of the Husband.

8. Each party will pay their respective debts.

9. The parties agree to file a joint income tax return for the 1986 tax year and they further agree to share equally in any return or any tax due.

10. It is understood and agreed upon between the parties, that, except as otherwise provided herein, neither party shall be responsible for the debt of the other and that neither party will contract any indebtedness upon the credit of the other, and if either shall be compelled to pay any debt of the other, then the party for whose benefit such payment shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

11. It is understood and agreed that this Agreement shall in no way restrict either party's right to maintain any suit for divorce, and it shall in no way restrict either party's right to make a defense to such suit. It is further understood and agreed by and between the parties that in the event a divorce is granted, this instrument shall be incorporated in the divorce decree insofar as it undertakes to settle the matter of alimony, the property rights of the parties hereto, subject to the approval of the Court.

12. It is understood and agreed that this Property Settlement Agreement is intended to be a final settlement agreement of the property rights of the respective parties hereto, and is a full discharge of the Husband from all other obligations to support the wife and a discharge from all other claims arising out of their marital relationship and that each party waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitation, dower, curtsey, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent and distribution, alimony and support, and right to act as

administrator or executor of the other's estate. This Agreement applies to all property now owned by the Wife and the Husband, or any property that either of them may acquire in the future.

13. Each of the parties agree to execute all instruments in a timely fashion to carry out the transfer of the various property rights covered in this Agreement.

14. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

15. It is further understood and agreed by and between the parties that this Property Settlement Agreement is entered into without undue influence, fraud, coercion or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each p acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily and that the entire Property Settlement Agreement between the parties is contained in this instrument.

IN WITNESS WHEREOF, the parties have, having read this instrument and familiarized themselves with its contents, signed and executed this instrument this the day and year first above written.

/s/ Clara Marie Harper
CLARA MARIE HARPER

David Hugh Birnbaum
DAVID HUGH BIRNBAUM

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for said County and State, the within named CLARA MARIE HARPER, the bargainor, 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, on this the 19th day of March, 1987.

/s/ Jene Marie Evans
Notary Public
My Commission Expires: 1/21/90

62219

IDENTIFICATION REFERENCE

SEP 3 [illegible] AM '87

DAVIDSON COUNTY, TN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for said County and State, the within named DAVID HUGH BIRNBAUM, the bargainor, 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, on this the 19th day of March, 1987.

/s/ Jene Marie Evans
Notary Public
My Commission Expires: 1/21/90

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be paid by the plaintiff, for which execution may issue, if necessary.

This 8th day of June, 1987.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

SMITH & TAKACS

BY: James L. Smith
James L. Smith
Attorney for Plaintiff

P. O. Box 1405
Hendersonville, TN 37077-1405

Mail

CERTIFICATE

I hereby certify that a copy of the foregoing has been mailed to David Hugh Birnbaum, at 829 Harpeth Bend Drive, Nashville, Tennessee, on this 8th day of June, 1987.

SMITH & TAKACS

BY: James L. Smith
James L. Smith

STATE OF TENNESSEE
COUNTY
8-3 1987
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8-3 87 10:00 A.
Betty Thomas

BOOK 7343 PAGE 880

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* 8th *day of* June, *19* 87, *in Case Number* 87D-1119 *between* Dara Marie (Pleuck) Harper *Plaintiff, and* Dave O Hugh Burnham *Defendant, as same remains of record in Book* V.2 A, *Page* 67 *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* 10th *day of* July *in the year one thousand nine hundred and* 87 *and in the* 212th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature] *D.C.*

Form #GR-117