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FILED
OCT 26 1984 1:30
L. BOOKER, CLERK
D.C.

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JUDITH ANN RUSH,
Petitioner

v.

JOHN E. RUSH,
Respondent

No. 84D-2042

BOOK 7376 PAGE 484

FINAL DECREE

This cause came to be heard the 18th day of October, 1984, before the Honorable Muriel Robinson, Judge. Based upon the pleadings, the testimony of the Petitioner, and the entire record in this cause, the Court finds that the parties have encountered irreconcilable differences which make it impractical for the parties to continue their marriage; the Court further finds that the parties have entered into a Property Settlement Agreement settling both the respective property rights of the parties and the support of the parties' one minor child, which Property Settlement Agreement is, in words and figures, as follows:

PROPERTY SETTLEMENT AGREEMENT

This Agreement made and entered into on this 26th day of June, 1984, by and between JUDITH ANN RUSH, hereinafter called Wife, a resident of Davidson County, Tennessee, and JOHN E. RUSH, hereinafter called Husband, a resident of Davidson County, Tennessee.

W I T N E S S E T H :

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

WHEREAS the parties expect to file an action in the Circuit Court of Davidson County, Tennessee, for a divorce on the ground of irreconcilable differences; and,

WHEREAS the parties hereto are mutually desirous of adjusting certain property rights between themselves and settling between them all matters relating to their marital relationship;

NOW, THEREFORE, in consideration of the premises and the covenants set forth below, the sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Minor Children. The parties have one minor child, who is Randall Scott Rush, hereinafter referred to as "Randy," born November 14, 1966. Randy will attain the age of majority on November 14, 1984, and is expected to graduate from high school on or about May 31, 1985. Husband and Wife agree that they shall have joint and mutual custody of Randy until he attains the majority, and that he shall have the choice as to whether he will reside with Husband or Wife.

2. Child Support. The parties shall each provide $100.00 per month for Randy's support. This support shall continue at least until the legal obligation of the parties to support Randy ends.

3. Automobiles. The 1979 Chevrolet Malibu Classic automobile owned by the parties and titled in Husband's name shall be the sole property of Husband. The 1976 Ford Pinto automobile owned by the parties and presently titled in Husband's name shall be the sole property of Wife, and title to such automobile shall be transferred to Wife.

4. Personal Property. All of the household furniture, furnishings, and other personal property owned by the parties shall be the sole property of Wife, except for the items shown on the attached Exhibit A, which is hereby made a part of this Agreement. The items shown on Exhibit A shall be the sole property of Husband.

5. Disposition of Residence. The parties agree that their residence and lot known as 2149 June Drive, Nashville, Tennessee, and more particularly described in the attached Exhibit B which is hereby made a part of this Agreement, shall be the sole property of Wife. Husband hereby releases and relinquishes any and all interest he may have in the said residence and agrees to execute any instrument necessary to effectuate the provisions of this paragraph. Husband agrees to make the monthly mortgage payments on the residence in the amount of $302.00 per month through that payment due in September of 1984. Beginning with the payment due in October, 1984, Wife shall be solely responsible for making all such mortgage payments and will indemnify and hold harmless Husband from any liability for such mortgage payments, insurance, taxes, and other payments in connection with the said residence.

6. Debts. Except for the mortgage debt described above, the parties have no joint debts. Husband and Wife represent and warranty to each other than neither has incurred any debts nor made any contracts for which the other or the estate of the other may be liable. Neither party will incur such debts nor make any such contracts. Each party agrees to indemnify the other party for any liabilities incurred for any such debts or contracts.

7. Bank Accounts. The parties have closed all of their joint bank accounts and divided the proceeds among themselves to their mutual satisfaction. Each party shall be entitled to retain as his or her sole property any bank accounts titled in his or her respective name. Husband shall be entitled to retain as his sole property his account at the Baptist Sunday School Board Credit Union, the approximate balance of which is $7,466.

8. Cemetery Lots. Husband shall have the sole ownership in and rights to the cemetery lots owned by the parties at Hermitage Memorial Gardens and Mausoleum, Inc., of Nashville, Tennessee. These spaces are designated as follows: Section: 97B; Spaces: 1, 2; Garden: Faith. Wife hereby releases and relinquishes any and all interest that she may have in such cemetery plots.

9. Alimony. The parties hereby waive any and all claims which they may have against each other to past or future alimony or support. Upon the entry of any final decree of divorce, neither party will have any obligation or responsibility to support the other party.

10. Attorneys Fees and Court Costs. All attorneys fees and court costs incurred by the parties in preparing

this Agreement and in obtaining the divorce of the parties on the grounds of irreconcilable differences shall be payable by Husband. In the event it becomes necessary for either party to institute legal proceedings to enforce any provision of this Agreement, in addition to any other relief to which the enforcing party may be adjudged and entitled, he or she shall also be entitled to a judgment for reasonable expenses, including attorneys fees incurred in prosecuting such proceedings.

11. Waivers of Claims Against Estate. Except as herein provided, each party may dispose of his or her property in any way such party may decide, and each party waives and relinquishes any and all rights he or she may now have or hereafter acquire under the present or future laws of any jurisdiction to share in the property or the estate of the other as a result of the marital relationship, including, without limitation, dower, curtesy, alimony, statutory allowance, homestead rights, right to take in intestacy, right to take against the Will of the other, and right to act as administrator or executor of the other's estate.

12. Additional Instruments. Each of the parties shall, from time to time, at the request of the other, execute, acknowledge, and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to provisions of this Agreement.

13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, heirs, and assigns. Husband and Wife agree to be legally bound by this Agreement, irrespective of whether a divorce is concluded between the parties. The parties agree to introduce this Agreement in any divorce action prosecuted by either of them and to submit this Agreement for court approval and incorporation into a final decree of divorce.

14. Voluntary Execution. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not stated in this Agreement. The provisions in this Agreement and their legal effect are fully known by each of the parties and have been discussed by each party with legal counsel. Each party acknowledges that the Agreement is fair and equitable, it is being entered into voluntarily, and that each party has had advice of legal counsel.

15. Partial Invalidity. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

16. Modification and Waiver. Any modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and signed by the parties.

17. Entire Agreement. This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants, or understandings other than those expressly set forth in this Agreement.

18. Controlling Law. This Agreement shall be construed and governed in accordance with the laws of the state of Tennessee.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and date first above written, each retaining a copy thereof, the receipt of which is hereby acknowledged.

/s/ Judith Ann Rush
JUDITH ANN RUSH

/s/ John E. Rush
JOHN E. RUSH

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, James D. Jordan, a Notary Public in and for said county and state, the within named JUDITH ANN RUSH, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 26 day of June, 1984.

/s/ James D. Jordan
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10/22/85

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, James D. Jordan, a Notary Public in and for said county and state, the within named JOHN E. RUSH, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 26 day of June, 1984.

/s/ James D. Jordan
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10/22/85

The Court finds that the above Property Settlement Agreement adequately provides for the custody and support of the parties' one minor child and for the equitable division of the parties's property. It is therefore

ORDERED, ADJUDGED, AND DECREED that the Petitioner is granted an absolute divorce from Respondent, severing the bonds of matrimony, and the the parties be and hereby are granted all the rights and privileges of unmarried persons; it is further

ORDERED, ADJUDGED, AND DECREED the the Property Settlement Agreement executed by the parties as set forth herein is approved by the Court with respect to the custody and support of the parties's one minor child and the respective property rights of the parties.

It is further

ORDERED, ADJUDGED, AND DECREED that any and all interest of Husband, John E. Rush, in and to the following described real property and the improvements thereon, to wit:

BEING Lot No. 15 on the Plan of Donelson Hills, as of record in Book 2331, page 23, Register's Office, Davidson County, Tennessee.

BEING the same property conveyed to John E. Rush et ux., Judy A. Rush, by warranty deed from Florence S. Mabery of record in book 5100, page 270, Register's Office of Davidson County, Tennessee.

THIS conveyance is subject to restrictions of record in Book 2396, page 365, Register's Office for said County.

THIS conveyance is subject to 20 foot public utilities easement and 50 foot minimum building setback line as of record in BOok 2331, page 23, Register's Office, Davidson County, Tennessee.

THIS conveyance is made subject to restrictions and easements of record in the Register's Office for said County.

is hereby divested out of Husband and vested in Wife, Judith A. Rush.

Costs are adjudged against Respondent/Husband, for which execution may issue, if necessary.

Enter this 23rd day of October, 1984.

Muriel Robinson, Judge

Approved for Entry:

GUENTHER, WHITE AND JORDAN

By: James D. Jordan
Attorneys for Petitioner and Respondent
306 Nashville City Bank Building
Nashville, Tennessee 37201
Phone: 615/256-6681

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing Final Decree has been mailed to the following persons this 19 day of October, 1984:

John E. Rush
460 James Robertson Parkway
Nashville, Tennessee 37219

Judy A. Rush
2149 June Drive
Nashville, Tennessee 37214

GUENTHER, WHITE & JORDAN

James D. Jordan

EXHIBIT A

1. Personal wardrobe
2. Personal library
3. Office desk/chair
4. Desk lamp
5. Table lamps - 2
6. Clothes hamper - 1
7. Lazy Boy chair
8. Family Room Dresser/mirror
9. Sm Study couch in Study
10. Captain's Table/chairs
11. Chevrolet
12. Clock radio/BR
13. Electric Heater
14. Study phone
15. Zenith T. V. - 19"
16. B/W T. V. - 9"
17. Lawn chairs - 2
18. Micro-Wave/Stand
19. Selected tools
20. Selected linens
21. Personal gifts
22. End tables - BR(1), LR(1)
23. LR Coffee table
24. Coffee maker
25. Seth Thomas clock
26. Book case - FR Wall unit
27. File cabinet
28. Work Mate
29. Painting - 1 from office
30. Selected utensils/cookware
31. Selected photos of boys

CEK
RJAR

EXHIBIT B

BEING Lot No. 15 on the Plan of Donelson Hills, as of record in Book 2331, page 23, Register's Office, Davidson County, Tennessee.

BEING the same property conveyed to John E. Rush et ux., Judy A. Rush, by warranty deed from Florence S. Mabery of record in Book 5100, Page 270, Register's Office of Davidson County, Tennessee.

THIS conveyance is subject to restrictions of record in Book 2396, page 365, Register's Office for said County.

THIS conveyance is subject to 20 foot public utilities easement and 50 foot minimum building setback line as of record in Book 2331, page 23, Register's Office, Davidson County, Tennessee.

THIS conveyance is made subject is made subject to restrictions and easements of record in the Register's Office for said County.

7.3332

IDENTIFICATION REFERENCE

OCT 9 2 56 PM '87

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* Fourth *Circuit Court for Davidson County, Tennessee, on the* 23rd *day of* October, *19* 84, *in Case Number* 84D-2042 *between* Judith Ann Rush *Plaintiff, and* John E. Rush *Defendant, as same remains of record in Book* 140A, *Page* 96 *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* 9th *day of* October *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