IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

JACQUELINE JORDAN DURDIN *

VS. * NO. 87D-1246

JOHN ALVIN DURDIN *

MAP 150-3
P-064 blk

FINAL DECREE BOOK 7387 PAGE 537

This cause came on to be heard on July 24, 1987, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon original Complaint for absolute divorce filed by wife and amended Complaint filed by wife and after testimony of wife and introduction of the agreement entered into by and between the parties, the Court was of the opinion that the allegations had been sustained, that is, that the parties have irreconcilable differences and further, that the agreement entered into by and between the parties should be approved and made a part of this Final Decree.

It is therefore ORDERED by the Court that wife is granted an absolute divorce on the ground of irreconcilable differences and that the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved.

It is further ORDERED by the Court that the agreement entered into by and between the parties is affirmatively found by the Court to make for an equitable settlement of the parties' property rights, is approved and is made a part of this Final Decree, which agreement reads in words and figures as follows:

IDENTIFICATION REFERENCE
Oct 27 8 38 AM '87
DAVIDSON COUNTY, TN.

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

JACQUELINE JORDAN DURDIN *

VS. * NO. 87D-1246

JOHN ALVIN DURDIN *

AGREEMENT

In this cause, it appears to the Court that wife has filed a complaint for absolute divorce and that the parties are desirous of settling their property rights all subject to the approval and sanction of the Court and should the Court see fit to grant wife an absolute divorce in this cause, the parties have agreed as follows:

1. The consideration of this agreement is the mutual covenants and agreements contained herein.

2. Wife shall have all right, title and interest to the house and lot or homeplace owned by the parties and will pay to husband $8,000.00 for his interest in said property. Said $8,000.00 will be payable to husband on the date the Court grants an absolute divorce in this cause. Thereafter, wife will have all right, title and interest to the homeplace and be responsible for all debts, mortgages and loans thereon.

3. Husband will be responsible for the house note and utilities up until the time of the divorce for the parties homeplace. It is agreed by and between the parties that a full description of the real estate will be set forth in the Final Decree.

4. The parties agree that they will be able to divide among themselves on an equitable basis all household furniture, furnishings and fixtures and personal belongings.

5. Wife will receive all right, title and interest to the 1984 Chevrolet automobile.

6. Husband will receive all right, title and interest to the 1978 Datsun automobile.

7. Husband will receive all right, title and interest to the fishing boat and motor.

8. Wife will receive all right, title and interest to her Certificate of Deposit in the approximate amount of $15,000.00.

9. Husband will be responsible for all of his credit card charges in whatever amount.

10. Wife will be responsible for her charges and the accounts at Cain Sloan and Castner Knott Department Stores.

11. Wife will be responsible for her own Visa charges.

12. The parties will divide on a fifty/fifty basis the balance of any court costs.

13. Wife agrees that no alimony will be due and payable from husband.

14. The parties agree that this agreement makes for an equitable settlement of the property rights of the parties.

15. Each party will sign any memorandum, paper, writing, deed, title or written instrument in order to carry out the terms of this Agreement.

16. It is further agreed and understood that this Agreement is intended to be the final settlement of the property rights of the respective parties and is a full discharge of husband and wife from all other claims arising out of their marital relations and each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the laws of any jurisdiction in the other's property, including without limitation, by waiver or dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent or distribution, alimony and support, rights to act as administrator or executor of the other's estate, and this Agreement applies to all property now owned by husband and wife and any property that either of them may acquire in the future. The wife and husband both acknowledge that the provisions of this Agreement are fair, adequate and satisfactory and accept them in full and final settlement of all claims and demands upon each other.

17. It is further understood and agreed by the parties that this Property Settlement Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any other reason not herein stated.

IN WITNESS WHEREOF, the parties have read this Agreement and have familiarized themselves with its contents and signed and executed this Agreement on the 6th day of July, 1987 as to the Wife and on the 30 day of June, 1987 as to the Husband.

Jacqueline Jordan Durdin
JACQUELINE JORDAN DURDIN

John Alvin Durdin
JOHN ALVIN DURDIN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a notary public in and for said county and state the within named JACQUELINE JORDAN DURDIN, who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal this 6th day of July 1987.

Lisa Rollins Cawg
NOTARY PUBLIC

My Commission Expires: 4/7/91

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a notary public in and for said county and state the within named JOHN ALVIN DURDIN, who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal this 30th day of June, 1987.

NOTARY PUBLIC

My Commission Expires: My Commission Expires Jan. 9, 1991

It is further ORDERED by the Court that the property now vested in wife is to be hers absolutely, is described in words and figures as follows:

Land in Davidson County, Tennessee, being lot no. 31 on the plan of the Country Subdivision, Section 2 as of record in Book 5050, Page 40, said register's office.

Said lot no. 31 fronts 70.0 feet on the southerly side of Country Hill Road and runs back 200 feet on the easterly line and 165 feet on the westerly line to a line in the rear which measures 78.26 feet thereon.

Being the same property conveyed to Randall Phillips Builders,. Inc., by deed from Phill Hall Corporation as of record in Book 5077, Page 462, R.O.D.C.

Being the same property conveyed to John A. Durdin and Jacqueline R. Krug on September 28, 1970 by Deed from Randall Phillips Builders, Inc., as of record in book 5344, page 244.

ENTER: This 24th day of July, 1987.

JUDGE

APPROVED FOR ENTRY:

JACK A. BUTLER
ATTORNEY FOR WIFE
First American Center
Nashville, Tn 37238
244-5772

CERTIFICATE OF SERVICE

I hereby certify that I have mailed an exact copy of the foregoing pleading to Mr. John Alvin Durdin, he having no attorney of record, 320 Blue Lake Circle, Antioch, TN this 24 day of July, 1987.

JACK A. BUTLER

BOOK 7387 PAGE 543

Mail Butler Jacket

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* Twenty-Fourth *day of* July, *19* 87, *in Case Number* 87D-1246 *between* Jacqueline Jordan Durdin *Plaintiff, and* John Alvin Durdin *Defendant, as same remains of record in Book* 163A, *Page* 410 *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* 11 *day of* September *in the year one thousand nine hundred and* Eighty-Seven *and in the* 212 *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Barbara D. Wright *D.C.*

Form #GR-117