136C/3089

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CARL W. MARTIN]
]
vs.] No. 84D-286
]
LUCY CHAI-YU LOU MARTIN]

Map 65-5
Par 201

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FINAL DECREE

This cause came on for hearing on the 18th day of May, 1984, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the Wife, LUCY CHAI-YU LOU MARTIN, personal service of process upon the Husband, CARL W. MARTIN, Answer, Counter-Complaint, and Answer filed thereto, with the Wife withdrawing the original Complaint and Answer, submission to the Court of a properly executed Property Settlement and Custody Agreement, testimony of the Husband heard in open Court, statement of counsel, and the entire record herein, from all of which the Court is of the opinion and finds as follows:

That the Wife herein is allowed to withdraw her Complaint and Answer filed in this cause and the same is hereby dismissed.

It appears from the testimony of the Husband, CARL W. MARTIN, that the parties hereto have differences in their marriage which cannot be reconciled.

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 Husband, CARL W. MARTIN, is granted an Absolute Divorce from the Wife, LUCY CHAI-YU LOU MARTIN, 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 further they have made adequate and sufficient provision for the custody and support of the minor child at this time. Said Agreement is in words and figures as follows:

PROPERTY SETTLEMENT AND CUSTODY AGREEMENT

This Agreement entered into on this 2nd day of May, 1984, by and between CARL W. MARTIN, hereinafter called "Husband," and LUCY CHAI-YU LOU MARTIN, hereinafter called "Wife," subject to the following premises, terms and conditions:

WITNESSETH:

WHEREAS the parties have experienced marital difficulties in the past with the result that the parties have instituted divorce proceedings against one another in the Fourth Circuit Court of Davidson County, Tennessee, under Rule Docket No. 84D-286; and

WHEREAS it is the decision of the parties insofar as they are able, without the concurrence of the Court, to amicably settle their differences with respect to all property rights and obligations for the payment of debts and enter into a contract for the settlement of such rights and obligations, not only for the present but the future, it being their intention that such contract will be effected with respect to all of their property and other matters of concern.

NOW, THEREFORE, for and in consideration of the foregoing premises and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. Husband shall proceed on his Counter-Complaint for a Decree of Absolute Divorce upon the grounds of Irreconcilable Differences, and Wife shall withdraw the original Complaint for Absolute Divorce, and her Answer to the Counter-Complaint heretofore filed.

2. The parties agree that custody of their minor son, to wit, CARL W. MARTIN, JR., shall be vested jointly with physical custody of said minor vested in the Wife, LUCY CHAI-YU LOU MARTIN, with reasonable rights of visitation reserved to the Husband herein.

3. The parties agree that the Husband shall pay through the Circuit Court Clerk, the sum of TWO HUNDRED ($200.00) DOLLARS per month to the Wife for the support and maintenance of the minor child, and as further child support, he shall purchase one-half of the minor's clothing, not to exceed FIVE HUNDRED ($500.00) DOLLARS annually. As further child support, Husband shall pay one-half of the medical expenses incurred by the minor son above the insurance coverage on said minor provided be Wife.

The parties further agree that the Husband shall maintain his Prudential life insurance policy in the amount of THIRTY THOUSAND ($30,000.00) DOLLARS, and shall name CARL W. MARTIN, JR., as beneficiary of said policy.

4. The parties agree that both shall be enjoined and restrained from removing the minor child of the parties from the jurisdiction of the Court for the purpose of relocating said child's residence without the concurrence of the other party and/or the Court.

5. The parties agree that the Husband shall claim the minor child annually for Federal Income Tax purposes.

6. The parties agree that the Wife shall retain the parties' real property located at 4877 Shasta Drive, Old Hickory, Tennessee, to be hers absolutely and in fee simple, and any right, title or interest thereto held by Husband shall be divested from him and vested in Wife, subject only to TEN THOUSAND ($10,000.00) DOLLAR lien in favor of Husband. Said

lien shall be paid in full to Husband upon the occurrence of one of the following: 1) death or remarriage of Wife; 2) sale of said real property; 3) twenty-first (21) birthday of parties' minor child; 4) Wife no longer uses said homeplace as her principal residence, whichever occurs first. Husband shall Quitclaim his interest in and to said real property to Wife, subject to said TEN THOUSAND ($10,000.00) DOLLAR lien in his favor, upon the granting of divorce in this cause. She shall be solely responsible for the indebtedness on said property and shall hold Husband harmless thereon.

7. The parties agree that the Wife shall retain as her sole property, the twelve (12) acres of real property known as Stewarts Ferry Farm, located in Gladeville, Tennessee. Any right, title or interest in and to said real property shall be divested out of Husband and vested in Wife. She shall be solely responsible for any and all indebtedness and shall hold the Husband harmless thereon.

8. The parties agree that the Husband shall retain as his sole and exclusive property, the 1977 Ford F-100 pick-up truck, free and clear of any claim of the Wife. The Husband shall be responsible for any existing indebtedness on said truck, holding the Wife harmless thereon.

9. The parties agree that the Wife shall retain as her sole and exclusive property, the 1983 Chevrolet automobile, free and clear of any claim of the Husband. The Wife shall be responsible for the existing indebtedness on said automobile and shall hold the Husband harmless thereon.

10. The parties agree that the Husband shall have the following items of personalty, free and clear of any claim of the Wife: all tools, workbench, air compressor, battery charger, personal pictures, gun collection, boat and motor, and all other personalty now in his possession.

11. The parties agree that the Wife shall have all other household furniture and furnishings now in her possession, free and clear of any claim of the Husband.

12. The parties agree that the Wife shall carry hospitalization on the parties' minor child through her employer, and each shall pay one-half of any medical expenses not covered by said insurance.

13. The parties agree that each shall pay their respective debts and obligations incurred during the marriage and they will hold the other party harmless thereon. The Husband shall be solely responsible for the loan at Nashville City Bank, Acct. No. 5571800 00466, holding the Wife harmless thereon.

14. The parties agree that the indebtedness owing to First American National Bank, in an approximate amount of TWO THOUSAND TWO HUNDRED ($2,200.00) DOLLARS, shall be divided equally and each party shall pay their one-half share. Husband shall pay his one-half share by paying directly to the Wife the sum of TWENTY-FIVE ($25.00) DOLLARS per month, each and every month until his one-half share in the approximate amount of ONE THOUSAND ONE HUNDRED ($1,100.00) DOLLARS is paid in full. Each party shall hold the other harmless as to their one-half obligation.

15. The parties agree that each shall pay their respective attorney's fee in this cause, and the Husband shall pay the Court costs in this cause.

16. The parties agree that each shall retain their personal property such as jewelry, clothing, and other personal effects, free and clear of any claim of the other.

17. The parties agree that neither will make any further or other charges upon the credit of the other, from and after the execution of the within Agreement.

18. It is understood and agreed between the parties, as part of the consideration for the execution of this Agreement, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

19. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all the property rights and obligations of the respective parties hereto and shall constitute a discharge of all claims arising out of their marital relationship except as provided herein. This Agreement applies to all property now owned by the Wife and Husband, individually or jointly, or any property that either of them may acquire in the future.

20. It is understood and agreed between the parties that upon the signing of the within Agreement, each will refrain from going about the other for the purpose of harrassing, intimidating, molesting, and/or physically abusing the other.

21. It is understood and agreed between the parties that this Agreement shall be introduced in the divorce proceedings to be filed by the Husband and submitted to the Court for ratification and incorporation into the Final Decree of Divorce.

22. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any purpose not herein stated. The provisions of this Agreement and their legal effect are fully known by each of the parties and each party acknowledges that it is fair and equitable and it is being entered into voluntarily.

23. This Agreement is subject to the approval of the Court in the event that a divorce is granted to either party herein; however, in the event that no divorce is granted to the Husband or either party, this Agreement is of no force and effect.

24. The parties agree that if a divorce is granted by the Court, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

Lucy Chai-Yu Lou Martin /s/
LUCY CHAI-YU LOU MARTIN, WIFE

Carl W. Martin /s/
CARL W. MARTIN, HUSBAND

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Sandra F. Jones, a Notary Public, in and for the aforesaid State and County, LUCY CHAI-YU LOU MARTIN, the within named Bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Sworn to and subscribed before me on this 2nd day of May, 1984.

Sandra F. Jones /s/
Notary Public

My Commission Expires: 10/20/85

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Sandra F. Jones, a Notary Public, in and for the aforesaid State and County, CARL W. MARTIN, the within named Bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Sworn to and subscribed before me on this 2nd day of May, 1984.

Sandra F. Jones /s/
Notary Public

My Commission Expires: 10/20/85

It is, therefore, ORDERED, ADJUDGED AND DECREED taht 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 by agreement of the parties, the costs of this cause shall be paid by the Husband, for all of which let execution issue if necessary.

This the 16th day of May, 1984.

JUDGE

APPROVED FOR ENTRY:

Sandra Jones
SANDRA JONES
Attorney for Husband
213 Third Avenue, North
Nashville, TN 37201
(615) 242-5453

Mail

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CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to Mr. David S. Gardner, Attorney for Wife, 146 Third Avenue, North, Nashville, TN 37201, on this 17th day of May, 1984.

Sandra Jones
SANDRA JONES

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IDENTIFICATION REFERENCE

OCT 30 3 16 PM '87

FELIX Z. WILSON 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* FOURTH *Circuit Court for Davidson County, Tennessee, on the* EIGHTEENTH *day of* MAY, *19* 84, *in Case Number* 84D-286 *between* CARL W. MARTIN *Plaintiff, and* LUCY CHAI-YU LOU MARTIN *Defendant, as same remains of record in Book* 136C, *Page* 2089 *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* 30th *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 Kathleen A. Garrett *D.C.*

Form #GR-117