BOOK 7415 PAGE 425 142A/422

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

'85 JAN 25 PM 3:50

CHRISTINE TAYLOR (HUNTER)

PLAINTIFF

VS.

NO. 84D-2411

CHARLIE TAYLOR, JR.

DEFENDANT

JUDGMENT

This cause came on to be heard this 23rd day of October, 1984, before the Honorable Joe P. Binkley, Special Judge, sitting by interchange, upon Plaintiff's Complaint for Absolute Divorce, statement in open Court that the Defendant has withdrawn his Counter-Complaint, upon the presentation of a Property Settlement Agreement signed and executed by and between the parties, testimony of Plaintiff and statement of counsel, from all of which this Honorable Court finds that the allegations of Plaintiff's Complaint are sustained by the proof and that there exists such irreconcilable differences between the parties so as to entitle plaintiff to an Absolute Divorce and grants to the Plaintiff an Absolute Divorce from the Defendant.

It is therefore ORDERED, ADJUDGED AND DECREED by this Honorable Court that the Plaintiff is hereby awarded an Absolute Divorce from the Defendant and that she is hereby restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement is hereby approved and this Honorable Court affirmatively finds that the parties have made adequate and sufficient provision by this written Agreement for the equitable settlement of any and all property rights between the parties. The Property Settlement states as follows:

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IDENTIFICATION REFERENCE

DEC 1 4 23 PM '87

DAVIDSON COUNTY, TN

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84D-2411

FILED
1985 JAN 18 PM 1:33
GEORGE L. ROOKER, CLERK
K Rooker D.C.

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into by and between CHRISTINE TAYLOR (HUNTER), hereinafter called "Wife" and CHARLIE TAYLOR, JR., hereinafter called "Husband", subject to the following premises, terms and conditions:

WITNESSETH:

WHEREAS, the parties have experienced marital difficulties in the past with the result that Wife instituted divorce proceedings against Husband on the 27th day of July, 1984, same being Civil Action No. 84D-2411 in the Fourth Circuit Court for Davidson County, Tennessee; 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, support obligations, and child custody rights, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effected with respect to all of their property and other matters of concern irrespective of whether a divorce is finally concluded between the parties.

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 agrees that all his right, title and interest in and to the parties' residence situated at 1802 Hughes Street, Nashville, Tennessee, is hereby vested out of him and vested in Wife. Husband further agrees to execute a Quitclaim Deed to Wife to accomplish said transfer, which Deed shall be furnished to her no later than 30 days after the entry of any Final Decree of Divorce in this cause. Wife shall assume the responsibility for the payment of the remaining indebtedness on said home and shall hold the Husband harmless from any liability therefor.

Mail →

2. Husband agrees that all his right, title and interest in and to the furniture and fixtures located in the parties' home is hereby vested out of him and vested in Wife.

3. Wife agrees that Husband shall be awarded all right, title and interest in the 1976 Plymouth Valare automobile, the 1973 Ford truck and the 14 foot wood fishing boat with 35 horsepower motor and is hereby vested out of her and vested in Husband. Husband shall assume responsibility for the payment of any outstanding indebtedness on the above and shall hold Wife harmless from any liability therefor.

4. Husband agrees that all right, title and interest that he may have in and to the Mercury automobile is hereby vested out of him and vested in Wife. Wife shall assume responsibility for the payment of the remaining indebtedness on this automobile and shall hold Husband harmless from any liability therefor.

5. Husband shall be awarded all of his personal items including his miscellaneous tools and Wife agrees to transfer all of her right, title and interest in and to these items to Husband.

6. Wife agrees to pay to Husband within 90 days from the date of this Agreement $1,000.00. Wife shall sign a 90 day note to Husband in this amount.

7. Husband agrees to pay court costs in the divorce proceedings now pending.

8. It is understood and agreed between the parties that as part of the consideration of 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.

9. It is understood and agreed between the parties that this Agreement shall be introduced in any divorce action by either of them and submitted to the Court for ratification and incorporation into the Final Decree.

10. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights of the respective parties hereto and is a discharge from all of the claims arising out of their marital relationship, and that each hereby

waives and relinquishes to the other all rights or claims that each may have or hereafter acquire under the law of any jurisdiction on the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as Administrator or Executor of the other's estate, and this Agreement applies to all property now owned by Wife and Husband, or any property that either of them might acquire in the future.

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

12. 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 herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily and with advice of counsel.

THIS AGREEMENT is executed this 8th day of January, 1985.

Christine Taylor

CHRISTINE TAYLOR (HUNTER)
"WIFE"

Charlie Taylor Jr.

CHARLIE TAYLOR, JR.
"HUSBAND"

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared berore me, a Notary Public in and for the aforesaid State and County, the within named Christine Taylor (Hunter), with whom I am personally acquainted, and who acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Christine Taylor
CHRISTINE TAYLOR (HUNTER)

Sworn to and subscribed berore me this
16th day of January, 1985.

Beverly M. Hobbs
Notary Public

My Commission Expires: 10/19/86

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for the aforesaid State and County, the within named Charlie Taylor, Jr., with whom I am personally acquainted, and who acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Charlie Taylor Jr
CHARLIE TAYLOR, JR.

Sworn to and subscribed before me this
8 day of January, 1985.

Adelaide V. Medcliff
Notary Public

My Commission Expires: 7-27-86

The costs of this cause are hereby taxed to the Defendant as per the Property Settlement Agreement for which execution may issue if necessary.

Entered this 25 day of January, 1985.

JOE P. BINKLEY, SPECIAL JUDGE
BY INTERCHANGE

APPROVED FOR ENTRY:

David Vincent
Attorney for Plaintiff
906 Stahlman Building
Nashville, TN 37201

James V. Barr, III
Attorney for Defendant
P. O. Box 150349
2002 Richard Jones Road
Nashville, TN 37215
Phone: 383-3327

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* 25th *day of* January, *19*85, *in Case Number* 84D-2411 *between* Christine Taylor (Hunter) *Plaintiff, and* Charlie Taylor, Jr. *Defendant, as same remains of record in Book* 142A, *Page* 422 *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* November *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