BOOK 25 A 126 C/1971

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

L Baire D.C.

HOLLY ROBNETT CALDWELL,)
Plaintiff,)
VS.) NO. 82D-3154
WILLIAM H. CALDWELL,)
Defendant.)

MAP & PARCEL
104-15-0

BOOK 7449 PAGE 194

FINAL DECREE

This cause came on to be heard on this 8th day of August, 1983, before the Honorable Joe C. Loser, Jr., Judge of the Third Circuit Court of Davidson County, Tennessee, upon the Complaint for Absolute Divorce filed by the Plaintiff, personal service of process upon the Defendant, answer of the Defendant, the Cross-Complaint having been withdrawn, testimony of Plaintiff, statement of counsel, and the entire record; from all of which the Court finds that irreconcilable differences exist between the parties so as to constitute grounds for divorce. The Court further finds that there are no children of the parties and that the parties have made sufficient provision by written agreement for the equitable settlement of the property rights between the parties and that the Property Settlement Agreement entered into by and between the parties is sufficient or equitable.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Plaintiff, Holly Robnett Caldwell, be and hereby is awarded an absolute divorce from the Defendant, William H. Caldwell, and both parties are restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement entered into between the parties is sufficient or equitable and the same is hereby approved. Said Property Settlement Agreement is, in words and figures, as follows:

9747.3
IDENTIFICATION REFERENCE
JAN 14 2 00 PM '88
DAVIDSON COUNTY, TN

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of August, 1983, by and between WILLIAM H. CALDWELL, hereinafter referred to as "HUSBAND," a resident of Davidson County, Tennessee, and HOLLY ROBNETT CALDWELL, hereinafter referred to as "WIFE," a resident of Davidson County, Tennessee.

W I T N E S S E T H:

WHEREAS, the parties hereto are man and wife, having been married on January 5, 1974, in Brownsville, Tennessee; and

WHEREAS, there have been no children born of this marriage; and

WHEREAS, the parties have been separated since September 19, 1981; and

WHEREAS, certain irreconcilable differences have arisen between the parties and Wife has filed a Complaint in the Third Circuit Court of Davidson County, Tennessee, bearing Docket Number 82D-3154, seeking a divorce from Husband; and

WHEREAS, the parties desire to enter into an agreement with respect to their property rights and for the other purposes and with the effect hereinafter stated;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties herein contained, the parties agree and covenant as follows:

1. Real Property. Wife agrees that the property located at 2109 West Linden, Nashville, Davidson County, Tennessee, shall become the property of Husband. Said property is described as follows:

A certain tract or parcel of land in Davidson County, Tennessee, described as follows to-wit:

Being the westerly one-half of Lot No. 71 on the Plan of Belair, as of record in Book 332, page 6, of the Registers Office for said County.

Said part of Lot No. 71 fronts 50 feet on the southerly side of West Linden, formerly Sunset Avenue, and runs back between parallel lines 185 feet to an alley.

Being the same property conveyed to William Henry Caldwell and wife, Holly R. Caldwell, by deed from David E. Caldwell and wife, Rita M. Caldwell, of record in Book _____, page _____, Register's Office of Davidson County, Tennessee; and by deed from David E. Caldwell and wife, Rita M. Caldwell, of record in Book 5003, page 344, Register's Office of Davidson County, Tennessee.

Wife further agrees that the property located at 108 Mockingbird Road, Nashville, Davidson County, Tennessee, shall become the property of Husband. Husband agrees to pay to Wife the sum of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) for her interest in said property, said amount to be payable as follows: Husband will pay to Wife the sum of TEN THOUSAND DOLLARS ($10,000.00) on or before September 8, 1983, and the remaining balance of FIFTEEN THOUSAND DOLLARS ($15,000.00) shall be due and payable by Husband to Wife on or before August 8, 1984. This TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) indebtedness shall be evidenced by a promissory note and secured by a mortgage executed by William H. Caldwell. Said note will not bear interest. The property to be the subject of the mortgage is described as follows:

Land in Davidson County, Tennessee, being the south 30 feet of Lot No. 6 and the north 40 feet front of Lot No. 5, Block "A," section No. 1, Cherokee Park, as of record in Book 547, page 169 and 170, Register's Office for said County.

Said parts of said lots front 70 feet on the easterly side of Mockingbird Road and run back between lines, 156.43 feet on the north line and 154 feet on the south line, to a dead line on which they measure 66.6 feet.

Being the same property conveyed to William H. Caldwell and wife, Holly R. Caldwell, by deed from James E. Campbell and wife, Mary Lou Campbell, as of record in Book ____, page ____, Register's Office for Davidson County, Tennessee.

Husband agrees to assume and hold Wife harmless on any and all mortgages on the above-described property, including 108 Mockingbird Road.

2. Personal Property. Wife will convey to Husband all of her right, title and interest in and to the items of personal property as set forth on Exhibits A and B attached hereto and incorporated herein. All other personal property acquired during the marriage of every kind, nature and character presently in the possession of each party shall belong to that party.

3. Other Real Property and Personal Property.

(A) Husband agrees that any and all other property acquired by Wife as legatee or beneficiary under the Will of the late Dora Marsh shall become the sole property of Wife. The real estate acquired under said Will is located in Davidson County, Tennessee and described as follows:

3001 Brick Church Pike:
Consists of 9 rooms, 2 baths, stone residence with gas fired steam radiator heat, picturesque, but in need of substantial repair, situated on a tract measuring approximately 12.12 acres, fronting approximately 800 feet on Brick Church Pike. Has expressway exposure, but is zoned residential, and sewer is not available.

Listed as Brick Church Pike:
Consists of a vacant 6.24 acre tract of land situated some 700 feet east of the said Pike, having no road frontage or utilities. Access is provided by a small right-of-way easement -- once paved, but now in bad state of repair. Viewed as separate parcel (although it joins the tract listed below as 2947 Brick Church Pike). Lack of road frontage or utilities must be considered as negative factors.

2947 Brick Church Pike:
Consists of unimproved tract of approximately 12.48 acres. Water, but no sewer available. Has expressway exposure, but zoned residential. Fronts approximately 490 feet on Brick Church Pike, and adjoins 3001 Brick Church Pike Tract described above.

(B) Wife hereby conveys to Husband all of her right, title and interest in the partnership known as Court Square Investors.

4. 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 the provisions of this agreement.

11. Other than herein provided, each of the parties waives any and all rights which he or she may have in and to the property or estate of the other.

This agreement is not intended, nor shall it be construed to be an agreement for divorce, and either party shall have the right to appear in court and contest any divorce proceedings.

It is understood and agreed that this agreement is intended to be a final settlement of the property rights of the respective parties and is a full discharge of Husband from all other obligations to support Wife and a discharge from all other claims which each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitation, by way of dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent or distribution, alimony and support, right to act as administrator or executor of the other's estate, and this agreement applies to all property now owned by William H. Caldwell and Holly Robnett Caldwell, or any property that either of them may acquire in the future.

Holly Robnett Caldwell acknowledges that the provisions in this agreement are fair, adequate and satisfactory to her and accepts them in full and final settlement of all claims and demands for alimony and fully discharges the said William H. Caldwell from all such claims and demands, except as provided in this agreement.

It is further understood and agreed by and between the parties that this property settlement is entered into without any

undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this agreement and their legal effect have been fully explained to each of the parties and each party acknowledges that the agreement is fiar and equitable and that it is being entered into voluntarily.

It is agreed that this property settlement agreement may be incorporated into any decree for divorce granted either party hereto.

It is agreed by and between the parties that any subsequent decree of any court amending any decree for divorce in respect to alimony shall be deemed an amendment of this agreement.

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

WITNESS

HOLLY ROBNETT CALDWELL
"WIFE"

WITNESS

WILLIAM H. CALDWELL
"HUSBAND"

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Virginia S. Crimmons, a Notary Public in and for said County and State, the within named HOLLY ROBNETT CALDWELL, with whom I am personally acquainted, and who acknowledged that she executed the foregoing Property Settlement Agreement for the purposes therein contained.

DATED this 7th day of August, 1983.

Virginia S. Crimmons
NOTARY PUBLIC

My Commission Expires:
10/15/83

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STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Virginia S. Crimmons, a Notary Public in and for said County and State, the within named WILLIAM H. CALDWELL, with whom I am personally acquainted, and who acknowledged that he executed the foregoing Property Settlement Agreement for the purposes therein contained.

DATED this 7th day of August, 1983.

Virginia S. Crimmons
NOTARY PUBLIC

My Commission Expires:
10/15/83

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all right, title and interest of the Plaintiff, Holly Robnett Caldwell, in the following described property shall be divested out of her and vested in the Defendant, William H. Caldwell:

> A certain tract or parcel of land in Davidson County, Tennessee, described as follows:
>
> Being the westerly one-half of Lot No. 71 on the Plan of Belair, as of record in Book 332, page 6, of the Register's Office for said County.
>
> Said part of Lot No. 71 fronts 50 feet on the southerly side of West Linden, formerly Sunset Avenue, and runs back between parallel lines 185 feet to an alley.
>
> Being the same property conveyed to William H. Caldwell and wife, Holly R. Caldwell, by deed from David E. Caldwell and wife, Rita M. Caldwell, of record in Book _____, page ____, Register's Office for Davidson County, Tennessee, and by deed from David E. Caldwell and wife, Rita M. Caldwell, of record in Book 5003, page 344, Register's Office for Davidson County, Tennessee.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all right, title and interest of the Plaintiff, Holly Robnett Caldwell, in the following described property shall be divested out of her and vested in the Defendant, William H. Caldwell:

> Land in Davidson County, Tennessee, being the south 30 feet of Lot No. 6 and the north 40 feet front of Lot No. 5, Block"A," Section No. 1, Cherokee Park, as of record in Book 547, page 169 and 170, Register's Office for said County.
>
> Said parts of said lots front 70 feet on the easterly side of Mockingbird Road and run back between lines, 156.43 feet on the north line and 154 feet on the south line, to a dead line on which they measure 66.6 feet.
>
> Being the same property conveyed to William H. Caldwell and wife, Holly R. Caldwell, by deed from James E. Campbell and wife, Mary Lou Campbell, as of record in Book ____, page ____, Register's Office for Davidson County, Tennessee.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all right, title and interest of the Defendant, William H. Caldwell, in the following described property shall be divested out of him and vested in the Plaintiff, Holly Robnett Caldwell:

3001 Brick Church Pike:
Consists of 9 rooms, 2 baths, stone residence with gas fired steam radiator heat, picturesque, but in need of substantial repair, situated on a tract measuring approximately 12.12 acres, fronting approximately 800 feet on Brick Church Pike. Has expressway exposure, but is zoned residential, and sewer is not available.

Listed as Brick Church Pike:
Consists of a vacant 6.24 acre tract of land situated some 700 feet east of the said Pike, having no road frontage or utilities. Access is provided by a small right-of-way easement -- once paved, but now in bad state of repair. Viewed as separate parcel (although it joins the tract listed below as 2947 Brick Church Pike). Lack of any road frontage or utilities must be considered as negative factors.

2947 Brick Church Pike:
Consists of unimproved tract of approximately 12.48 acres. Water, but no sewer available. Has expressway exposure, but zoned residential. Fronts approximately 490 feet on Brick Church Pike, and adjoins 3001 Brick Church Pike Tract described above.

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* Third *Circuit Court for Davidson County, Tennessee, on the* Eighth *day of* August, *19* 83, *in Case Number* 82D-3154 *between* Holly Robnett Caldwell *Plaintiff, and* William H. Caldwell *Defendant, as same remains of record in Book* 126C, *Page* 1971 *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* 24th *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 V. Seary *D.C.*

Form #GR-117