BOOK 7465 PAGE 483

2/3/945

FILED

SEP 26 1980

GEORGE L. ROOKER, Clerk

By _____ Deputy

IN THE SIXTH CIRCUIT
OF THE TENTH JUDICIAL CIRCUIT COURT
FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

PEGGY A. GOODWIN
420 Elysian Fields Road
Apartment C-4
Nashville, Tennessee 37200,

Plaintiff,

vs.

DON B. GOODWIN
327 Neelys Bend Road
Madison, Tennessee 37115,

Defendant.

Map 52-1
P. 103 ac

No. 80 D 2523

FEB 8 4 15 PM '88

IDENTIFICATION REFERENCE

03529

DIVORCE DECREE

THIS CAUSE came on to be heard on the 22nd day of September, 1980, before the Honorable James Swiggart, Judge of the Sixth Circuit of the Circuit Court in and for Davidson County, Tennessee, at Nashville, upon Plaintiff's Complaint for Dissolution of Marriage a Vinculo filed in this Court on the 8th day of July, 1980.

IT APPEARING to this Court from the Complaint filed that irreconcilable differences do, in fact, exist by and between the parties hereto, whereby continuation of the marriage between them would be of no further reasonable purpose whatsoever; and

IT FURTHER APPEARING to this Court that the parties have entered into a Property Settlement Agreement, contingent upon approval of this Court, which appears equitable in all respects; and

IT FURTHER APPEARING to this Court that Plaintiff herein is in full conformance with the provisions set forth in §§36-801, et seq., of the Tennessee Code Annotated.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED, that the bonds of matrimony heretofore subsisting between the parties hereto, be and the same are hereby forever and perpetually dissolved, Plaintiff herein being awarded an absolute divorce from the Defendant, DON B. GOODWIN, with both parties hereto being restored to all the rights and privileges of unmarried persons.

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OF
URT O.E. TSCHAEPE
115 PUBLIC SQUARE
GALLATIN, TN 37066
PHONE
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IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Property Settlement Agreement heretofore entered into between these parties, and tendered to this Court be, and the same is hereby approved in all respects, and as such, incorporated into this Decree as part of this Court's judgment; said Property Settlement Agreement being fully set forth hereinbelow as follows, to wit:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made this 3rd day of July, 1980, by and between DON BURTON GOODWIN, of Madison, Davidson County, Tennessee, hereinafter referred to as the "HUSBAND," and PEGGY ANN GOODWIN, of Madison, Davidson County, Tennessee, hereinafter referred to as the "WIFE:"

W-I-T-N-E-S-S-E-T-H :

WHEREAS, the parties hereto are husband and wife and are now living separate and apart; and

WHEREAS, the parties have agreed on a settlement of all the property rights and differences between them; and

WHEREAS, each of the parties hereto are fully advised and informed of the property, state, and prospects of the other, and have been fully advised, or are aware of their respective rights and liabilities against and to the other and to and in the property in the state of the other:

NOW, THEREFORE, in consideration of mutual promises set forth herein, it is agreed as follows:

A. HUSBAND AGREES AS FOLLOWS:

1. All the wearing apparel and garments of the wife, and all movable personal property belonging to the wife, now in her possession, shall belong to the wife as a separate estate, independent of the husband. All of the property of the wife, both real and personal, now held by her, or which shall hereafter come to her, shall be and remain her sole

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and separate property, free from all rights of the husband, with full power in her to convey, assign, or deal with the same as if she were single. Husband will, from time to time, execute all such deeds, bills of sale, and papers as may be necessary to enable the wife to sell, assign, or deal with her property. By way of amplification and not by way of limitation, the husband agrees to convey to the wife all the following additional items:

Black couch, chair, and recliner
2 end tables, coffee table
2 red/black/white lamps
1 green lamp
Stereo with speakers and table (big set)
Console color television
Bean bag chair
Extra bedroom furniture consisting of:

bed
chest of drawers
night stand
box springs and mattress

1/2 of all linens, towels, and wash cloths
1/2 of all electrical appliances
1/2 of all dishes
1 cannister set
1979 Ford Mustang, ID # F 9F03Z347059F

2. Husband specifically assumes full responsibility for payment of the following debts from date of execution of this agreement, hence-forth holding wife fully harmless for same:

Approximate Balance of Debt Owed	To Whom Owed	Reason
$18,000.00	Collateral Investment	1st Mortgage on home
3,500.00	Bank of Hendersonville	2nd Mortgage on home
200.00	Cain Sloan	personal items
450.00	Sears	personal items
250.00	Castner Knott	personal items
650.00	The Associates	color T.V. and video recorder
1,114.00	Nashville Electric Service	home insulation
400.00	Shell Oil Company	gasoline bill
40.00	Exxon Company	gasoline bill
20.00	Goodyear Service Store	tire bills
120.00	Miller's Clinic	medical treatment

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3. Husband further agrees to hereinafter not contract any debt or debts in the name of the wife, or in any way, shape, or fashion, bind her for any debt or debts for which the wife might become liable.

4. Husband further agrees, at all times hereafter, to keep indemnified the wife, her heirs, executors, and administrators from all debts and liabilities heretofore or hereafter to be contracted or incurred by the husband, and from all actions, proceedings, claims and demands, costs, damages, and expenses whatsoever in respect to debts and liabilities, or any of them.

B. WIFE AGREES AS FOLLOWS:

1. All the wearing apparel and personal garments of the husband, and all movable property belonging to the husband, now in his possession, except that which he has generally or specifically agreed to convey to the wife hereinabove, shall belong to the husband as a separate estate, independent of the wife. All the property of the husband, both real and personal, now held by the husband, or which shall hereafter come to him, shall be and remain his sole and separate property, free from all debts of the wife, with full power in him to convey, assign, or deal with the same as if he were single. Wife will, from time to time, execute all such deeds and papers as may be necessary to enable the husband to sell, assign, or deal with his property. Wife agrees to convey to the husband by quitclaim deed, if the same be necessary, within THIRTY (30) days after the execution of this contract, any interest she may have in the following described real property:

> BEING Lot No. 17 of Block "A," CRITTENDEN ESTATES, a plat of which is of record in Plat Book 974, Page 69, Register's Office of Davidson County, Tennessee, to which plat reference is here made for a more detailed description thereof.
>
> BEING the same property conveyed to DON B. GOODWIN and wife, PEGGY A. GOODWIN, by deed from ALTON B. BROWN, JR., and wife, WILMA J. BROWN, dated January 7, 1977, and recorded January 11, 1977, in Deed Book 5104, Page 772, said Register's Office.

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2. Wife specifically assumes full responsibility for payment of the following debts from date of execution of this agreement, henceforth holding husband fully harmless for same:

Approximate Balance of Debt Owed	To Whom Owed	Reason
$ 236.00	Kelly Tires	tires
40.00	Eastside Pharmacy	prescriptions
30.00	Carl W. Zimmerman	doctor bill
320.00	J. C. Penney	personal goods
180.00	James T. McCord	eyeglasses
6,082.00	Commerce Union Bank	Purchase of wife's car

3. Wife agrees to hereinafter not contract any debts in the name of the husband or in any way bind him for any debt or debts for which the husband might in any way become liable, at all times hereafter, and keep indemnified the husband, his heirs, executors, administrators from all debts and liabilities heretofore or hereafter contracted or incurred by the husband, and from all actions, proceedings, claims and demands, damages, and whatsoever in respect to such debts and liabilities, or any of them.

C. IT IS FURTHER AGREED by and between the parties hereto as follows:

1. From and after the date hereof, the parties shall live separate and apart from each other, free from marital control of the other spouse.

2. In the event that a divorce shall be granted to the parties hereto, this agreement shall be submitted to the Court for approval, and if approved by the Court, the terms hereof shall be carried into the decree of divorce and operate as a final determination of property rights of the parties hereto.

3. Both husband and wife, and their respective heirs, executors, or administrators, shall at any time when necessary, execute and do all such assurances of things as the other of them, his or her heirs, executors, administrators, or assigns, or trustee or trustees shall reasonably

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require for the purpose of giving full effect to the provisions herein contained.

4. If the husband and wife shall be reconciled and be returned to cohabitation, then and in such case all the provisions herein contained shall become void, but without prejudice to any act previously made or done hereunder, or any proceeding on the part of any of the parties hereto in respect of any antecedent breach of any of the provisions herein contained.

5. This contract shall be binding on the heirs, executors, administrators, and assigns of the parties hereto.

6. Each party to this agreement herewith avers that the foregoing agreement has been entered into without undue influence or fraud or coersion or misrepresentation or for any cause except as herein specified.

7. It is specifically understood that, with regard to the real estate heretofore described in this agreement, husband takes same subject to any indebtedness thereon, hereafter holding the wife harmless therefor.

IN WITNESS WHEREOF, the parties have hereunto set forth their hands on this the 3rd day of July, 1980.

WITNESS:

_____ s/Peggy Ann Goodwin
PEGGY ANN GOODWIN

_____ s/Don Burton Goodwin
DON BURTON GOODWIN

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Plaintiff herein be, and hereby is, restored to her maiden name, to wit: PEGGY ANN GALLOWAY.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that all costs of this cause shall be borne by Plaintiff.

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ENTERED this 16th day of September, 1980, at Nashville, Davidson County, Tennessee.

JAMES SWIGGART, CIRCUIT COURT JUDGE

APPROVED FOR ENTRY AS TO FORM:

KURT O. E. TSCHAEPE, ESQUIRE
Attorney for Plaintiff
115 Public Square
Gallatin, Tennessee 37066
Phone: (615) 451-0870

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument was furnished by United States Mail on this the 23rd day of September, 1980, to DON B. GOODWIN, 327 Neelys Bend Road, Madison, Tennessee 37115.

KURT O. E. TSCHAEPE, ESQUIRE

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STATE OF TENNESSEE

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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* SIXTH *Circuit Court for Davidson County, Tennessee, on the* 26 *day of* September, *19* 80, *in Case Number* 80D-2523 *between* Peggy A. Goodwin *Plaintiff, and* Don B. Goodwin *Defendant, as same remains of record in Book* 27B, *Page* 945 *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* 8 *day of* February *in the year one thousand nine hundred and* eighty-eight *and in the* 212 *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Rita W. Petty, *D.C.*

Form #GR-117