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GEORGE L. ROOKER, CLERK

K. Langford D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

VIVIAN M. SMITH,

Plaintiff,

vs.

RAYMOND LEE SMITH,

Defendant.

No. 85D-1580

BOOK 7473 PAGE 655

MAP 83-4
PAR- 227-66

FINAL DECREE

This cause was heard on the 2nd day of September, 1986, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon plaintiff's original complaint for an absolute divorce and defendant's answer and counter-complaint, having been withdrawn by the parties, the property settlement agreement executed by the parties, the testimony of plaintiff, the statements of counsel for the plaintiff, and upon the entire record, from all of which it is found by the Court that the allegations of irreconcilable differences are sustained by the proof and that the plaintiff is entitled to an absolute divorce.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the plaintiff is hereby awarded an absolute divorce from the defendant on the grounds of irreconcilable differences, T.C.A. §36-4-103, and she is hereby restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the plaintiff's maiden name of Borchert is hereby restored, and she shall be known as Vivian M. Borchert.

The Court finds that the written property settlement agreement heretofore entered into by the parties is an equitable division of the property rights of the parties. It is, therefore, ORDERED and DECREED that the property settlement agreement is approved and made a part of this decree as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

VIVIAN M. SMITH,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 85D-1580
	)	
RAYMOND LEE SMITH,	)	
	)	
Defendant.	)	

PROPERTY SETTLEMENT AGREEMENT

This Agreement is entered into by and between VIVIAN M. SMITH, hereinafter referred to as "Wife", and RAYMOND LEE SMITH, hereinafter referred to as "Husband", subject to the following terms and conditions:

W I T N E S S E T H:

WHEREAS, the parties were married on July 7, 1978 in Nashville, Davidson County, Tennessee, and there have been no children born to this marriage; and

WHEREAS, certain differences have arisen between the parties and in consequence thereof, they no longer desire to continue the marital relationship; and

WHEREAS, it is the desire of the parties that the Wife's original complaint filed on the grounds of cruel and inhuman treatment and abandonment, and the Husband's counter-complaint be withdrawn. It is further the desire of the parties that this document be used for the purpose of obtaining a divorce on the grounds of irreconcilable differences; and

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

1. Divorce. It is hereby agreed by the parties that this Court shall grant a divorce to the Wife on the grounds of irreconcilable differences and both parties shall be restored to all the rights and privileges of an unmarried person.

2. Real Property. Husband agrees to convey all interest and title he may have in the parties' home located at 2408 Carter Avenue, Nashville, Tennessee, to Wife. Wife agrees to be

responsible for the mortgage, insurance, taxes and any other financial obligations necessary to maintain said home, and shall hold Husband harmless from this indebtedness.

The legal description of the home is as follows:

> LAND in Davidson County, Tennessee, being Lot No. 25 on the plan of Rosebank Park, of record in Book 1835, page 26, Register's Office for said County.
>
> SAID Lot No. 25 fronts 75.0 feet on the southerly margin of Carter Street and extends back 171.3 feet on the easterly line and 169.4 feet on the westerly line to a dead line in the rear, measuring 75.02 feet thereon.
>
> BEING the same property conveyed to Raymond L. Smith and wife, Vivian M. Smith by deed from James A. Pennington and wife, Janice B. Pennington of record in Book 5370, Page 170, Register's Office for Davidson County, Tennessee.

3. Personal Property. The parties have divided their personal property and shall maintain all property presently in their possession.

4. Marital Debts. The Husband agrees to be responsible for the payment of the following joint marital debts and shall hold Wife harmless thereon: American Express (credit card account); VISA (two (2) credit card accounts); Memorial Hospital; Third National Bank; Commerce Union Bank; MasterCard (credit card account); First American National Bank; Nashville Electric Service; Shell Oil (credit card account); Amoco (credit card account); Texaco (credit card account); Gulf (credit card account); Phillips 66 (credit card account); Sears, Roebuck & Co.; J. C. Penney's; Dr. Dale Beck; and Edgefield Hospital. Each party further agrees to be responsible for all their individual debts incurred after the date of separation.

5. Automobiles. All right, title and interest which Wife may have in the parties' 1979 Lincoln automobile is divested out of Wife and vested in Husband, and Husband shall hold Wife harmless from any indebtedness owed on said automobile.

6. Attorney Fees and Court Costs. Each party shall be responsible for the payment of their own attorney fees. Husband

agrees to be responsible for the payment of court costs.

7. Future Acquired Property. It is understood and agreed between the parties that each of said parties may, from and after the date of this Agreement, and at all times thereafter, purchase, acquire, hold, own, possess, encumber, dispose of and convey any and all classes and kinds of property, both real and personal, as though unmarried and free from the consent, joinder or interference of the other party; it being mutually understood that any property of any kind or character hereafter acquired by either party shall be the sole and separate property of the party so acquiring it.

8. Marital Rights. It is further understood and agreed that this Property Settlement Agreement is intended to be a final settlement of the property rights of the respective parties. Each party hereby waives and relinquishes to the other all other rights or claims, not herein mentioned, which each may have against the other including, but not limited to, statutory allowances, homestead rights, rights to take action against the will of the other, inheritance, insurance, descent or distribution, dower, curtesy, or any other inheritance or marital right the parties may have acquired by virtue of their marriage. This Agreement shall be binding and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

9. Mutual Understanding. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, collusion or misrepresentation, or for any reason 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 this Agreement is fair and equitable and is being entered into voluntarily.

EXECUTED this 29 day of August, 1986.

Vivian M. Smith
VIVIAN M. SMITH

Raymond Lee Smith
RAYMOND LEE SMITH

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said County and State, VIVAN M. SMITH, who stated under oath that she executed the foregoing instrument for the purposes contained therein, on this the 29th day of August, 1986.

Peggy D. Chapman
NOTARY PUBLIC

My Commission Expires: 11/1/87

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said County and State, RAYMOND LEE SMITH, who stated under oath that he executed the foregoing instrument for the purposes contained therein, on this the 29th day of August, 1986.

Patricia R. Austin
NOTARY PUBLIC

My Commission Expires: 10/19/86

Court costs are assessed to the Husband for which execution may issue if necessary.

ENTER this the 16th day of September, 1986.

MURIEL ROBINSON, JUDGE

8691 02/22 0101 03CHECK 18.00

Approved for Entry:

JOSEPH K. DUGHMAN
Attorney for Plaintiff
1610 Parkway Towers
Nashville, TN 37219
Phone: 615-244-5432

DAVIDSON COUNTY, TN
FEB 22 10 46 AM '88
IDENTIFICATION REFERENCE
06501

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree has been mailed to the defendant's attorney, Seth Norman, 213 Third Avenue North, Nashville, TN 37201, on this the 5th day of September, 1986.

JOSEPH K. DUGHMAN

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* 16 *day of* September, *19* 86, *in Case Number* 85D-1580 *between* Vivian M. Smith *Plaintiff, and* Raymond Lee Smith *Defendant, as same remains of record in Book* 155C, *Page* 1995 *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* 22nd *day of* February *in the year one thousand nine hundred and* eighty-eight *and in the* 212th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Rita W. Petty *D.C.*

Form #GR-117