File #05/5
FILE BOX 38

FILED

OCT 20 1981

GEORGE L. ROSS, Clerk

WANDA GALE CHOATE	)	IN THE SIXTH CIRCUIT COURT OF
	)	
VS.	)	DAVIDSON COUNTY, TENNESSEE
	)	
TERRY DEAN CHOATE	)	NO. 81D-2813

FINAL DECREE

BOOK 7491 PAGE 35

This cause came on to be heard on the 19th day of October, 1981, before the Honorable Harold E. Collins, Special Judge. Upon proof heard in open Court, it satisfactorily appeared to the Court that irreconcilable differences have arisen between the parties and that the plaintiff is entitled to an absolute divorce from the defendant, and that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of the property rights between the parties.

It is, therefore, ORDERED, ADJUDGED and DECREED that the bonds of matrimony existing between the parties be and the same are hereby forever dissolved and the plaintiff,Wanda Gale Choate, is awarded an absolute divorce from the defendant, Terry Dean Choate, and restored to all the rights and privileges of an unmarried person.

It is further ORDERED that the Property Settlement Agreement entered into by and between the parties is incorporated herein by reference and a copy attached hereto and is hereby approved in all respects.

It is further ORDERED that the plaintiff's maiden name, McKnight, be restored to her.

The costs of this cause are adjudged against the defendant.

Enter this 19th day of October, 1981.

Harold E Collins

SPECIAL JUDGE

cc: Jere N. McCulloch
P. O. Box 858
Lebanon, Tn. 37087

RETURN TO:
FILE BOX 38

IDENTIFICATION REFERENCE

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DAVIDSON COUNTY TN
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KEITH W. WHITE REGISTER

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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY AT NASHVILLE, TENNESSEE

WANDA GALE CHOATE,
PLAINTIFF,

vs

TERRY DEAN CHOATE,
DEFENDANT.

FILE NO. 81D-2813

EXHIBIT 1

PROPERTY SETTLEMENT AGREEMENT

This agreement made and entered into by and between WANDA GALE CHOATE (hereinafter referred to as Wife) and TERRY DEAN CHOATE (hereinafter referred to as Husband).

WHEREAS, certain difficulties have arisen between the parties which have caused them to determine that they can no longer continue the marriage relation, and it is the desire of both parties to finally and for all time determine and settle their property rights, all rights of support, maintenance and alimony, all dower and homestead rights, together with any and all other rights existing between the parties growing out of their marital relationship.

NOW, THEREFORE, for and in consideration of the mutual promises herein made and the acts to be performed, the parties agree as follows:

THAT title to the following real property is hereby transferred and conveyed from the Wife to the Husband:

> A certain condominium apartment in Davidson County, Tennessee, described as follows, to-wit:
>
> Unit No. 93, in a Horizontal Property Regime which is located on the plat of Lion's Head Condominium Apartments, of record in Book 5200, page 82, Register's Office for Davidson County, Tennessee.
>
> Being the same property conveyed to Terry D. Choate and wife, Wanda M. Choate, by deed of record in Book 5408, page 781, Register's Office for Davidson County, Tennessee.

The Husband agrees to assume and pay the mortgage indebtedness upon the real property due and payable to Fidelity Federal Savings & Loan Association, and hold Wife harmless and free from any liability therefor.

THAT the Wife is to receive the 1980 Ford Mustang automobile, subject to the indebtedness thereon, and all right, title and interest in and to said vehicle shall be divested from Husband and vested in Wife.

THAT the Husband is to receive the Ford Bronco automobile, subject to the indebtedness thereon, and all right, title and interest in and to the vehicle shall be divested from Wife and vested in Husband.

IT IS AGREED and hereby acknowledged that all furniture, furnishings and appliances of the parties have been divided between the Wife and Husband to their mutual agreement and consent.

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.

The parties agree that this Property Settlement Agreement may be incorporated in the divorce action being filed in the above styled cause, to become enforceable by order of the Court.

It is further agreed and understood that this agreement is intended to be a final settlement of the property rights of the respective parties and is a full discharge from all claims arising out of their marital relationship and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitations, by way of dower, courtesy, 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 Husband and Wife and any property either of them may acquire in the future.

It is 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 effects have been fully explained to each of the parties and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily.

The parties mutually stipulate that Jere N. McCulloch, Attorney, is representing the Wife (Plaintiff) in this case and that both parties have read this instrument and are fully aware of its contents and its legal effect.

IN WITNESS WHEREOF, the parties have read this instrument and have familiarized themselves with its contents and signed and executed this instrument on the 6 day of June, 1981.

Wanda G. Choate
WANDA GALE CHOATE

Terry Dean Choate
TERRY DEAN CHOATE

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, the within named Wanda Gale Choate, with whom I am personally acquainted, and who

acknowledged to me the execution of the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 6 day of June, 1981.

NOTARY PUBLIC

My commission expires: 1-18-82

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, the within named Terry Dean Choate, with whom I am personally acquainted, and who acknowledged to me the execution of the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 6 day of June, 1981.

NOTARY PUBLIC

My commission expires: 1-18-82

BOOK 7491 PAGE 40

Record
1-5-91

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* Sixth *Circuit Court for Davidson County, Tennessee, on the* 29th *day of* October, *19* 81, *in Case Number* 81D-2813 *between* Wanda Gale Choate *Plaintiff, and* Terry Dean Choate *Defendant, as same remains of record in Book* 29C, *Page* 2371 *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* 16th *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 John L Mercer *D.C.*

Form #GR-117