FILED
MAR 11
ROBERT L. ROCKER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LINDA CRANE WESTBROOK,
Plaintiff,
VS.
ALONZO SHELDON WESTBROOK, III,
Defendant.

BOOK 7499 PAGE 861

NO. 87D-4154

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 11th day of March, 1988, before the Honorable Muriel Robinson upon the original complaint for absolute divorce, the property settlement signed by the parties and the sworn testimony of the plaintiff from all of which the Court finds that there is an equitable settlement of the property rights between the parties. The Court further finds that the parties have irreconcilable differences and that the Court approves the property settlement of the parties.

The Court further finds that the present addresses of the parties are as follows:

Ms. Westbrook: 6605 Rolling Fork Drive, Nashville, TN MAP 129-5 P-027

Mr. Westbrook: Unit H-10, Harding Place Condominiums, Nashville, TN MAP 147-3-A Lot P-104

IT IS THEREFORE ORDERED AND ADJUDGED that the plaintiff, Linda Crane Westbrook, be and hereby is awarded an absolute divorce from the defendant, Alonzo Sheldon Westbrook, and the parties are restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED AND ADJUDGED that the following property settlement of the parties is approved by the Court, and is incorporated herein by reference, and made the Order of this Court. Said agreement is, in words and figures, as follows:

RUSH
0796 03/25 0101 03CHECK
MAR 25 11 01 AM '88
DAVIDSON COUNTY
IDENTIFICATION REFERENCE
157.92
21.00

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LINDA CRANE WESTBROOK, Plaintiff,	)	BOOK 7499 PAGE 862
VS.	)	NO. 87D-4154
ALONZO SHELDON WESTBROOK, III, Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

This agreement is made between Linda Crane Westbrook hereinafter called Wife, and Alonzo Sheldon Westbrook, III, hereinafter called Husband.

WITNESSETH:

WHEREAS, these parties have been married since August 7, 1975, and there have been no children born of this union, and,

WHEREAS, certain differences and difficulties have arisen between the parties and a divorce action in which irreconcilable differences is alleged as a ground has been instituted in the Fourth Circuit Court of Davidson County, Tennessee, and they have no expectation of resuming their marital relationship and

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

NOW, THEREFORE, in consideration of the mutual promises, convenants, and undertakings hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. PERSONAL PROPERTY. Husband will remove all of his personal property from the home by February 15, 1988. All other furnishings, furniture and property left in the home after February 15, 1988, will remain the sole and separate property of the Wife.

2. DEBTS. (A) It is agreed that Wife will pay and continue to pay the following accounts that were made during the marriage, and shall hold Husband harmless on any and all of the following debts:

A. Mastercard in her sole name

B. VISA in her sole name

C. Castner Knott

D. Dillard's

E. Capitol Chevrolet

~~F. Metropolitan Federal (Mortgage on condo)~~

~~G. Condo fees for Harding Place Condo~~

H. Personal Lne of Credit in the name of Linda Crane Westbrook at Educators Credit Union

(B) It is agreed that Husband will pay and continue to pay all the other debts that were made during the marriage. He shall hold Wife harmless on any and all of the following debts, which include the following:

A. Foster Mortgage

B. Third National Bank

C. Jane Woodward and William Russ Seebaugh

D. Note to John Frederick Crane

E. ITT

F. Dominion Bank - Mastercard

G. All accounts except the presonal line of credit in the name of Linda Crane Westbrook at Educator's Credit Union

(C) Should any additional tax be assessed by any state or federal taxing authority to the parties for any tax period in which the parties were married filing joint returns then they shall equally pay any additional tax, interest or penalty unless the additional charge was the result of the intentional non-reporting of income or overstatement of deduction by one party in which event all additional tax shall be paid by that party. For 1987 the parties agree to file a joint return. Any tax refund or payment of tax for 1987 shall be divided proportionately according to the income and deductions contributed by each party.

(D) In the event a creditor of either party seeks to compel the other party to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom the claim is made shall be entitled to recover from the other party the amount of any payment he or she makes, including interest and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

3. INSTITUTIONAL ACCOUNTS. The parties shall keep their respective checking, savings and other institutional accounts.

4. REAL PROPERTY. (A) It is agreed that the house and lot titled in Husband's and Wife's names shall be placed immediately on the market and sold at a price agreeable to both parties. However, the parties agree that the property shall be sold at the minimum amount of $189,000.00. Said property is located at 6605 Rolling Fork Drive and is more specifically described in Book 7138, Page 35, of the Register of Deeds Office, Davidson County, Tennessee, to wit:

> Land in Davidson County, Tennessee, being Lot No. 898 on the Revised Plan of a Portion of West Meade Farms, Inc., Section XIV, a Resubdivision of Lots 894 through 898, of record in Plat Book 2330, at page 173, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.
>
> Being the same property conveyed to Alonzo S. Westbrook, III, and wife, Linda C. Westbrook, by Deed from William R. Seebaugh and wife, Jane P. Woodward, of record in Book 7138, page 35, Register's Office for Davidson County, Tennessee.

Pending the closing of the sale of said real property, Husband shall be responsible for payment of any indebtedness on the real property, including but not limited to, the first and second mortgages on said property and all utilities, and he shall hold the Wife harmless on the same.

The proceeds of said sale shall be disbursed as follows:

A. First, the balance on the existing first and second mortgages and any sellers' costs at closing shall be paid in full.

B. Next, the balance due to Jane Woodward and William R. Seebaugh.

C. Next, the balance due to John Frederick Crane.

D. All funds remaining after payments in A, B and C above shall be divided equally between Husband and Wife.

The parties agree to execute such instruments of conveyance or listing agreement as necessary to prompt execution of the sale.

(B) It is agreed that Unit H-10 of Harding Place Condominiums titled in Wife's name shall be vested solely in Husband and said real property shall be his sole and separate property. Said property is more specifically described in Book 6165, Page 914, Register's Office for Davidson County, Tennessee, to wit:

> Unit H-10 of Harding Place Condominium created under Title 66, Chapter 27, Section 101 et seq., as amended, Tennessee Code Annotated, and as established by a Master Deed, of record in Book 6104, Page 725, Register's Office for Davidson County, Tennessee, together with the undivided percentage interest in the Common Elements appurtenant to said Unit as set forth in Exhibit A-1 of

said Master Deed. Reference is hereby made to the Plat of Harding Place Condominium, of record in Book 5200, Page 571, said Register's Office, for a more complete identification and description of such Unit.

Being the same property conveyed to the Linda C. Westbrook by deed of record in Book 6165, Page 914, Register's Office for Davidson County, Tennessee.

Husband shall be responsible for payment of any indebtedness on the real property, including but not limited to, the mortgage to Metropolitan Federal and the condo fees, and he shall hold the Wife harmless on the same.

(C) It is agreed that Wife's interest in the farm property in Dickson County, Tennessee, titled in Wife's name shall be vested solely in the Wife and shall remain her sole and separate property.

5. AUTOMOBILES. The 1982 Volvo shall be vested solely in the Husband, and he assumes full responsibility for the payment of any indebtedness due on said vehicle, including but not limited to the debt to Educator's Credit Union and shall hold the Wife harmless on the same. Any interest in the leased 1986 BMW shall be vested solely in Wife, and she assumes full responsibility for the payment of any indebtedness due on said vehicle including but not limited to the debt to Capitol Chevrolet and shall hold Husband harmless on the same.

6. ATTORNEYS FEES. Each party shall be reponsible for payment of his or her attorneys fees.

7. COURT COSTS. Any costs of the Court incurred as a result of the pending action for absolute divorce shall be paid by Wife.

8. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorneys fees, incurred in prosecuting this action.

9. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Circuit Court for Davidson County, Tennessee, and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

10. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties

hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, courtesy, 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, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Wife and Husband, individually or jointly, or any property that either of them may acquire in the future.

11. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated. Each party acknowledges that they have read this Agreement, that it is fair and equitable and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

WITNESS our hands on the day and date written below at Nashville, Tennessee.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Linda Crane Westbrook
LINDA CRANE WESTBROOK

Sworn to and subscribed before me this 4th day of March, 1988.

Laura E. Henry
NOTARY PUBLIC

My Commission Expires: 5-8-91

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Alonzo Sheldon Westbrook III
ALONZO SHELDON WESTBROOK, III

Sworn to and subscribed before me this 4th day of March, 1988.

Laura E. Henry
NOTARY PUBLIC

My Commission Expires: 5-8-91

IT IS FURTHER ORDERED AND ADJUDGED that the costs of this cause are adjudged against the Wife for which execution may issue, if necessary.

ENTERED this the 11th day of March, 1988.

JUDGE

Prepared by:

Margaret L. Behm #5123
DODSON, PARKER, SHIPLEY, BEHM & SEABORG
306 Gay Street
400 Realtor's Building
Nashville, TN 37201
615/254-2291

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been mailed, postage prepaid, to Mr. Alonzo Sheldon Westbrook, III, Unit H-10, Harding Place Condominiums, Nashville, TN 37205, this the 11th day of March, 1988.

Margaret L. Behn

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* 11th *day of* March, *19* 88, *in Case Number* 87D-4154 *between* Linda Crane Westbrook *Plaintiff, and* Alonzo Sheldon Westbrook, III *Defendant, as same remains of record in Book* 168A, *Page* 774 *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* March *in the year one thousand nine hundred and* eighty-eight *and in the* two-hundred twelfth *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By D. Hartman *D.C.*