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GEORGE L. ...

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

THOMAS HIGHTOWER WAREING)
)
V.) NO. 84D-4063
)
MARY CATHERINE McRAE)
WAREING)

103-10-89

BOOK 7514 PAGE 133

FINAL DECREE

This cause came on to be heard January 28, 1986, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the complaint of the plaintiff/husband, the answer of the defendant/wife, statement of counsel for the defendant/wife that she desired to dismiss her answer, the property settlement agreement, the details of which were made known to the Court in open Court, testimony of the plaintiff/husband, and the entire record in this cause, from all of which the Court was of the opinion that the allegation contained in the original complaint was fully sustained, that is, that such irreconcilable differences exist between the parties as to make a reconciliation impossible.

It is therefore, ORDERED, ADJUDGED and DECREED by the Court that the plaintiff/husband be, and he is hereby awarded an absolute divorce from the defendant/wife, and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court that the property settlement agreement entered into by and between the parties which the Court found to be a fair and equitable settlement of all property rights existing between them be, and the same is hereby approved and ordered incorporated herein by reference, and made a part of this final decree of divorce, and is in words and figures as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

THOMAS HIGHTOWER WAREING	)	
	)	
V.	)	NO. 84D-4063
	)	
MARY CATHERINE McRAE WAREING	)	

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into by and between THOMAS HIGHTOWER WAREING, hereinafter referred to as husband, and MARY CATHERINE McRAE WAREING, hereinafter referred to as wife, this 3 day of Feb, 1986.

W I T N E S S E T H:

WHEREAS, the parties are experiencing marital difficulties and a complaint for absolute divorce has been filed by the husband in the Fourth Circuit Court for Davidson County, Tennessee, styled THOMAS HIGHTOWER WAREING v. MARY CATHERINE McRAE WAREING, under docket number 84D-4063, and

WHEREAS, the parties desire to enter into this property settlement agreement, which agreement they consider to be a fair and equitable settlement of all the property rights existing between them, and

WHEREAS, the parties desire that the Court approve this property settlement agreement, and the same be made a part of any final decree of divorce entered in this cause, and

WHEREAS, both parties are aware of their legal rights insofar as any contemplated court action, and have been advised by counsel.

NOW, THEREFORE, for and in consideration of the premises hereinabove stated, and the mutual covenants and agreements herein contained, and other good and valuable

consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The wife is awarded the following items of personalty:

The fine china
Piano
China cabinet
Master bedroom suite
Bent rocker
Two (2) rattan chairs
Two (2) end tables
Wrought iron rack
Color T.V.
Stereo
One (1) set of everyday china
One-half (1/2) of the linens
One-half (1/2) of the pots and pans
All pictures not awarded to husband
Mahogany bedroom suite
Wrought iron table and chairs
Desk
Bookshelves
Single bed
A gold chair
Antique chairs in the attic
One-half (1/2) of the utensils (flatware)
Crystal
Silver

2. That whatever right, title or interest that the husband has or may have in the 1982 Mazda automobile be divested out of him and vested in the wife as her sole and separate property, and the wife will be responsible for any indebtedness thereon, and hold the husband harmless from the payment thereof.

3. The wife is awarded her IRA account.

4. The husband agrees to pay to the wife the sum of $12,000.00, payable $4,000.00 in cash immediately, and the balance of $8,000.00 payable on or before four (4) years, with no interest.

5. The wife is hereby awarded the personal effects which she now has in her possession, and the husband hereby relinquishes any right, title or interest he might have in the same.

6. The husband is hereby awarded the following items of personalty:

Washer & dryer
Microwave oven
His life insurance policy
Sofa
Coffee table
One (1) set of china
One-half (1/2) of the linens
One-half (1/2) of the pots and pans
Picture of ship
Picture of Water wheel
Picture of duck
Lawn mower
Grill
One-half (1/2) of the utensils (flatware)

7. The time-share condominium located in Florida is awarded to the husband, and whatever right, title or interest that the wife has or may have in the same is hereby divested out of her and vested in the husband as his sole and separate property, and he will be responsible for any mortgage indebtedness on the same, including maintenance fees, and he agrees to hold the wife harmless from the payment thereof.

8. The husband will receive the real estate owned by the parties located at 815 Neartop Drive, Nashville, Tennessee, and whatever right, title or interest that the wife has or may have in the same is divested out of her and vested in the husband as his sole and separate property, and he will be responsible for the payment of any mortgage indebtedness, and will hold the wife harmless from the payment thereof. Said property is more fully described as follows:

LAND in Davidson County, Tennessee, being Lot No. 84 on the Plat of Brookside Court, Addition No. 4 Section 3, as of record in Book 2083, Page 25, Register's Office for Davidson County, Tennessee, described as follows:

SAID Lot No. 84 fronts 78 feet on the westerly side of Neartop Drive and runs back 287.4 feet on the northerly line and 287.1 feet on the southerly line to a dead line, measuring 78 feet thereon.

BEING the same property conveyed to Thomas H. Wareing and wife, Mary Catherine Wareing by deed from Edward L. Hobson and wife, Sylvia Ray Hobson, of record in Book 5594, Page 237, Register's Office for Davidson County, Tennessee.

9. The husband is awarded his 1982 Cutlass autombile, and whatever right, title or interest that the wife has or may have in said vehicle is hereby divested out of her and vested in the husband as his sole and separate property, and he will be responsible for any mortgage indebtedness on the same, and will hold the wife harmless thereon.

10. The husband will be awarded his IRA account.

11. The husband is awarded his Keogh retirement plan, and the wife hereby relinquishes any right, title or interest she may have in the same.

12. The husband is hereby awarded his personal effects now in his possession, and the wife hereby relinquishes any right, title or interest that she may have in the same.

13. The husband agrees to pay to the wife's attorney of record, William B. Bruce, the sum of $500.00 for his representation in this matter.

14. The husband agrees to pay the cost of this cause.

15. The parties agree to execute any and all documents necessary to carry out the intent of this agreement.

16. The parties acknowledge that this agreement is intended to be a final settlement of all the property rights existing between them, and is a full discharge from all of the claims arising out of their marital relationshp, and that each hereby remises, waives, releases and forever discharges the other from any and 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 of the other parties' property, including, without limitation, dower, curtsey, statutoty allowance, homestead, right to take against the will of the other, inheritance, descent and distribution, or right to take as Administrator or Executor of the other's estate; and this Agreement applies to all property now owned by the husband and wife, or any property either of them may acquire in the future. They further acknowledge that they have read this instrument in its entirety and have signed this instrument, and that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions of this Agreement and the legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is entered into voluntarily.

Thomas Hightower Wareing
THOMAS HIGHTOWER WAREING

Mary Catherine McRae Wareing
MARY CATHERINE McRAE WAREING

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named THOMAS HIGHTOWER WAREING, with whom I am acquainted, and acknowledge that he executed the within instrument for the purposes therein contained.

This 3rd day of February, 1986, at Nashville, Tennessee.

Lesalee M. Roach
Notary Public

My commission expires:

4-19-87

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named MARY CATHERINE McRAE WAREING, with whom I am acquainted and acknowledge that she executed the within instrument for the purposes therein contained.

This 5th day of February, 1986, at Nashville, Tennessee.

William Bourne
Notary Public

My commission expires:

4-19-87

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The plaintiff/husband will pay the costs of this cause for which execution may issue, if necessary.

ENTER this 11th day of February, 1986.

JUDGE

APPROVED FOR ENTRY:

Howard F. Butler
HOWARD F. BUTLER, Attorney for plaintiff

William B. Bruce
WILLIAM B. BRUCE, Attorney for defendant

Apr 12 1 21 PM '88
FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN

IDENTIFI REFERENCE

20604

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* February, 19 86, *in Case Number* 84D-4063 *between* Thomas Hightower Wareing *Plaintiff, and* Mary Catherine McRae Wareing *Defendant, as same remains of record in Book* 150C, *Page* 2255 *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* 12th *day of* April *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 L. Patterson D.C.

Form #GR-117