34A
484

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

L. Langford.

CHRISTIE LYNN PHILLIPS POWELL, PLAINTIFF,	]	
VS	]	NO. 86D-1295
RICKY EDWARD POWELL, DEFENDANT.	]	

map 135-5
parcel 76

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FINAL DECREE

This cause came on to be heard on the 30th day of July, 1986, before the Honorable James R. Everett, Jr., Judge of the Probate Court for Nashville, Davidson County, Tennessee upon the original Divorce Complaint filed by Christie Lynn Phillips Powell and the withdrawal of the Answer To Complaint For Divorce by Ricky Edward Powell that the parties have entered into a Property Settlement Agreement and that she desires approval of the Property Settlement Agreement and the granting of the divorce upon irreconcilable differences. From the hearing of this cause, it is the opinion of this Court that the parties do have irreconcilable differences and the Property Settlement Agreement is approved by this Honorable Court and that the plaintiff should be granted an absolute divorce. It is, therefore,

ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing by and between the parties are hereby dissolved and that the plaintiff is awarded an absolute divorce from the defendant on the grounds of irreconcilable differences, and both parties are hereby restored to all rights and privileges of unmarried persons, It is, further,

ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement is hereby approved by the Court, and each and every provision of said Agreement is hereby made the decree of the Court. The said Agreement is in words and figures as follows:

FILED

JUL 29 1986

GEORGE L. HOOKER, Clerk

By K. Langford Deputy

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this the 23rd day of July, 1986, by and between CHRISTIE LYNN PHILLIPS POWELL, hereinafter called "wife", and RICKY EDWARD POWELL, hereinafter called "husband":

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W I T N E S S E T H

WHEREAS, the parties have encountered marital difficulties which are apparently irreconcilable, with the result that Mrs. Powell instituted divorce proceedings against Mr. Powell on May 2, 1986, same being Civil Action No. 86D-1295 in the Probate Court for Davidson County, Tennessee; and

WHEREAS, the parties hereto are mutually desirous of adjusting certain property rights between themselves; and,

WHEREAS, the parties further desire to comply with the conditions precedent to the granting of a divorce on the basis of irreconcilable differences under T.C.A. 36-801;

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

1. All the wife's right, title and interest in the real property located at 338 Ladybird Drive, Davidson County, Nashville, Tennessee, and more particularly described as follows to-wit:

> Land in Davidson County, Tennessee, being Lot No. 89 on the Plan of Town Park Estates of record in Book 3300, page 64 and 65, Register's Office for Davidson County, Tennessee.
>
> SAID Lot No. 89 fronts 65 feet on the easterly margin of Ladybird Drive and extends back 188.7 feet on the northerly line and 190.22 feet on the southerly line to a dead line in the rear measuring 65.02 feet thereon.
>
> Being the same property conveyed to Ricky E. Powell and wife, Christie P. Powell, by deed from Myrtie L. Allen, unmarried, of record in Book 6784, page 313, Register's Office for Davidson County, Tennessee.

Be and the same hereby is divested from the wife and vested in the husband, Ricky E. Powell. The husband agrees to hold the wife harmless from indebtedness thereon.

2. The husband agrees to deliver the wife upon the consummation of this property settlement agreement her wedding bands.

3. The wife agrees to be responsible for the Master Card debt and any other credit cards exclusively in her name and used for her benefit only.

4. The husband agrees to pay to the wife the sum of $1,800.00 cash upon the execution of this agreement, and transfer the title to the 1975 Pontiac Lemans currently being driven by the wife's mother to her, free of any and all encumbrances thereon.

5. The wife will receive the Chevrolet citation automobile, and shall hold the husband harmless from indebtedness thereon. The husband shall receive any automobiles titled in his name.

6. The parties hereby agree that the personal property of the marriage has been divided satisfactorily and is in the possession of each party, and each party agrees to relinquish any claims to the property in the possession of the other party.

7. The husband will be responsible for court costs in this cause.

8. It is further understood and agreed that this Agreement shall in no way restrict either party's right to maintain any suit for divorce, and it shall in no way restrict either party's right to make a defense to such suit. It is further understood and agreed by and between the parties that in the event a divorce is granted, this instrument shall be incorporated in the divorce decree insofar as it undertakes to settle the matter of alimony and the property rights of the parties hereto, subject to the approval of the Court.

9. It is further understood and agreed that this Property Settlement Agreement is intended to be a final settlement agreement of the property rights of the respective parties hereto, and is a full discharge of the Husband from all other obligations to support the Wife and a discharge from all other claims arising out of their marital relationship and that each party 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 limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent and 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 the Wife and the Husband, or any property that either of them may acquire in the future.

10. Each of the parties agrees to execute all instruments in a timely fashion to carry out the transfer of the various property rights covered in this Agreement.

11. Each of the parties hereto covenants with the other that from this date forward neither will contract any indebtedness upon the credit of the other, and if either shall be compelled to pay any debt of the other, then the party for whose benefit such payment shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expense, if any.

12. This agreement shall be binding upon and enure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

13. It is further understood and agreed by and between the parties that this Property Settlement Agreement is entered into without undue influence, fraud, coercion or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their 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 being entered into voluntarily.

IN WITNESS WHEREOF, the said parties have, having read this instrument and familiarized themselves with its contents, signed and executed this instrument on the day and date above written.

Christie Lynn Phillips Powell
CHRISTIE LYNN PHILLIPS POWELL

Ricky Edward Powell
RICKY EDWARD POWELL

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for said County and State, the within named Christie Lynn Phillips Powell, who acknowledged that she executed the above Property Settlement Agreement for the purposes therein contained.

This 23rd day of July, 1986.

NOTARY PUBLIC

My Commission Expires: May 13, 1989.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for said County and State, the within named Ricky Edward Powell, who acknowledged that he executed the above Property Settlement Agreement for the purposes therein contained.

This 25 day of July, 1986.

NOTARY PUBLIC

My Commission Expires: 10/19/86

It is, further,

ORDERED, ADJUDGED AND DECREED that the husband shall pay the Court costs incurred in this matter for which execution may issue if necessary.

The address of the plaintiff, Christie Lynn Phillips Powell is 5168 Linbar Drive, Nashville, Tennessee 37211 and the address of the defendant, Ricky Edward Powell is 338 Ladybird Drive, Nashville, Tennessee 37217.

ENTER THIS 30 DAY OF July, 1986.

JAMES R. EVERETT, JR., JUDGE

APPROVED FOR ENTRY:

JAMES L. CURTIS
ATTORNEY FOR PLAINTIFF
SUITE 1601 PARKWAY TOWERS
NASHVILLE, TN 37219
(615) 256-4747

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to John M. Cannon, Attorney at Law, Haynes & Associates, 140 North Main Street, P.O. Box 527, Goodlettsville, Tennessee 37072 on this 31st day of July, 1986.

JAMES L. CURTIS

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IDENTIFICATION REFERENCE

APR 20 1 51 PM '88

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* Probate *Circuit Court for Davidson County, Tennessee, on the* 30th *day of* July, *19* 86, *in Case Number* 86D-1295 *between* Christie Lynn Phillips Powell *Plaintiff, and* Ricky Edward Powell *Defendant, as same remains of record in Book* 34 A, *Page* 484 *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* 20th *day of* April *in the year one thousand nine hundred and* 88 *and in the* 212th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By J Dyer *D.C.*

Form #GR-117