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GEORGE L. ROCKER, CLERK
J. Knight D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

THERESA D. MITCHENER)
)
vs.) No: 84D-616
)
MICHAEL A. MITCHENER)

BOOK 7615 PAGE 395

FINAL DECREE

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This cause came on to be heard on this the 5th day of June, 1984, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the pleadings, the notarized property settlement agreement, the testimony of complainant in open court, statement of counsel, and the entire record in this cause; from all of which the Court is of the opinion that irreconcilable differences exist between the parties, thereby entitling complainant to an absolute divorce from the defendant. The Court is further of the opinion that the Child Custody and Property Settlement Agreement entered into by and between the parties should be ratified and affirmed in all respects and made a part of this decree by the inclusion of same as follows:

CHILD CUSTODY AND
PROPERTY SETTLEMENT AGREEMENT

This Agreement made and entered into by and between THERESA D. MITCHENER, hereinafter referred to as Wife, and MICHAEL A. MITCHENER, hereinafter referred to as Husband.

WITNESSETH:

WHEREAS, the parties were married on June 4, 1977, in Nashville, Tennessee; and,

WHEREAS, there have been two children born to this marriage, both of which are minors; and,

WHEREAS, the parties agree that certain irreconcilable differences have arisen between them causing them to mutually desire that their marriage be terminated by divorce; and,

WHEREAS, a divorce petitioner styled Theresa D. Mitchener v. Michael A. Mitchener, Docket No. 84D-616, has been filed contemporaneously in the Circuit Court for Davidson County, Tennessee, seeking among other things an absolute divorce; and,

WHEREAS, the parties are desirous of settling all matters between them concerning custody and support of their minor children and the distribution of their assets and obligations.

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

1. The Wife and Husband shall have joint custody of the minor children. Each parent shall have reasonable visitation rights with the children when they are not in their physical custody. The parent with the actual physical custody of the children shall provide the sole support for said children while in their custody and shall make no claim on the other for child support.

2. The Husband shall be awarded all right, title and interest in and to the home of the parties located at Route 3, Box 29, Rice Road, Antioch, Tennessee, and shall be solely responsible for all mortgage payments and upkeep and maintenance on same.

3. The Wife shall be awarded all right, title and interest in and to the car owned by the parties, and the Husband shall be awarded all right, title and interest in and to the truck owned by the parties.

4. Each of the parties shall have possession of and title to the household goods and furnishings now in their possession with the exception of the piano located in the house which shall become the sole and absolute property of the Wife.

5. The Husband shall be solely responsible for the personal line of credit account now in the name of both parties and shall have Wife's name removed from said account if possible.

6. The Husband agrees that he will make no claim on Wife's savings plan/credit union with American General Thrift Plan and National Life.

7. The Wife shall pay all costs and attorney's fees relative to this divorce proceedings.

8. The parties desire that this Child Custody and Property Settlement Agreement be incorporated as a part of any final decree of divorce that may hereafter be entered in the Circuit Court for Davidson County, Tennessee, or in any other court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for ratification and approval.

9. 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. The provisions of this Agreement and their legal effect are fully understood by each party and each party acknowledges that the agreement is fair and equitable, adequate and sufficient, is being entered into voluntarily and is in the best interest of both parties.

IN WITNESS WHEREOF, the parties stipulate and agree that each has read this instrument, is familiar with

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the contents, understands same, and agrees to the terms hereof, and as evidence thereof, the parties have executed this agreement on the 9th day of February, 1984.

s/Theresa D. Mitchener
THERESA D. MITCHENER

s/Michael A. Mitchener
MICHAEL A. MITCHENER

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 THERESA D. MITCHENER, with whom I am personally acquainted, or proved to me on basis of satisfactory evidence, and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 7th day of February, 1984.

s/Shay Garland
NOTARY PUBLIC

My commission expires: 11/1/87

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 MICHAEL A. MITCHENER, with whom I am personally acquainted, or proved to me on basis of satisfactory evidence, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 9th day of February, 1984.

s/Glenda S. McAdams
NOTARY PUBLIC

My commission expires: 10/20/85

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the complainant, THERESA D. MITCHENER, be and is hereby granted an absolute divorce from the defendant, MICHAEL A. MITCHENER, and restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court hereby affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of their minor children and for the equitable settlement of any property rights between the parties, and the same is hereby

ratified and affirmed in all respects and made an order of this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that in the event the arrangements for child support contained in this property settlement are not satisfactory, either party may petition the Court for relief.

The costs of this cause are taxed against the complainant, for which execution may issue, if necessary.

ENTER: This 6th day of June, 1984.

Muriel Robinson
MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

Charles F. Frazier
CHARLES F. FRAZIER
Attorney for Complainant
200 Court Square Building
300 James Robertson Parkway
Nashville, Tennessee 37201

BOOK 7615 PAGE 398

CERTIFICATE

I certify that I have mailed a copy of the foregoing Final Decree to the defendant, Michael A. Mitchener, Route 3, Box 29, Rice Road, Antioch, Tennessee 37013, on this the 5th day of June, 1984.

Charles F. Frazier
CHARLES F. FRAZIER

STATE OF TENNESSEE

BOOK 7615 PAGE 399

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* Sixth *day of* June, *19* 84, *in Case Number* 84D-616 *between* Theresa D. Mitchener *Plaintiff, and* Michael A. Mitchener *Defendant, as same remains of record in Book* 137A, *Page* 520 *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* 14th *day of* July *in the year one thousand nine hundred and* eighty-eight *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Barbara Eddings *D.C.*

Form #GR-117