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1988 JUN 27 PM 4:04
GEORGE L. ROOKER, CLERK
by ____ D.C.

IN THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE

DOROTHY J. WATTS *

vs. * NO. 88D-79

ELIGAH WATTS *

BOOK 7651 PAGE 357

FINAL DECREE OF DIVORCE

This cause came on to be heard on June 27, 1988 before the Honorable James Everett, Judge of the Probate Court for Davidson County, Tennessee upon original complaint for Absolute Divorce filed by wife and introduction of the Marital Dissolution Agreement entered into by and between the parties. After testimony of wife, the Court was of the opinion that the parties have irreconcilable differences and further that the Marital Dissolution Agreement should be approved. It is therefore

ORDERED by the Court that wife be and she is hereby granted an absolute divorce on the grounds of irreconcilable differences and restored to all the rights and privileges of an unmarried person. It is further

ORDERED by the Court that the Martial Dissolution Agreement entered into by and between the parties is affirmatively found by the Court to make for adequate and sufficient provision for the custody and maintenance of the parties' minor child and for an equitable settlement of the parties' property rights, which Agreement reads in words and figures as follows:

6705 09/14 0101 01CASH 18.00

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IDENTIFICATION REFERENCE
SEP 14 9 41 AM '88
FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN
RUSH

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

DOROTHY J. WATTS *

vs. * NO. 87D-79

ELIGAH WATTS *

MARTIAL DISSOLUTION AGREEMENT

In this cause, it appears to the Court that wife has filed a complaint for divorce and that the parties are desirous of settling their custody and property rights, all subject to the approval and sanction of the Court, and should the Court see fit to grant wife an absolute divorce in this cause, the parties have agreed as follows:

1. The covenants of this agreement is the mutual promises and covenants contained herein.

2. Wife shall have the full care, custody and control of the minor child of the parties with husband having visitation at reasonable times and places.

3. Wife shall receive all right, title and interest to the real property or homeplace owned by the parties and be responsible for all indebtedness thereon.

4. Wife will receive all household furnishings, fixtures and furniture.

5. Husband shall receive all right, title and interest in the 1974 automobile.

6. Husband shall pay to wife for child support the amount of $100.00 per week through the office of the Circuit Court Clerk plus the usual Clerk's commission. The child support may not be reduced or pro-rated without permission of the Court.

7. Wife will pay any balance due on the Court costs in this cause.

8. The parties agree that complete disclosure has been made of all lawful debts and other financial obligations or liabilities incurred by either party or both spouses during the

course of the marriage and upon which there remains no unpaid balances other than the house hereinabove mentioned.

9. Each party will sign any memorandum, paper, writing, deed, title or written instrument in order to carry out the terms of this Agreement.

10. It is further agreed and understood that this Agreement is intended to be the final settlement of the property rights of the respective parties and is a full discharge of husband and wife from all other claims arising out of their marital relations and each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the laws of any jurisdiction in the other's property, including without limitation, by waiver or dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent or distribution, alimony and support, rights 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 that either of them may acquire in the future. The wife and husband both acknowledge that the provisions of this Agreement are fair, adequate and satisfactory and accept them in full and final settlement of all claims and demands upon each other.

11. It is further understood and agreed by the parties that this Property Settlement Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any other reason not herein stated.

12. With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under 11 USC, Section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the property settlement Agreement.

IN WITNESS WHEREOF, the parties have read this Agreement and have familiarized themselves with its contents and signed and executed this Agreement on the 2 day of May, 1988 as to the Wife and on the 2 day of May, 1988 as to the Husband.

Dorothy J. Watts
DOROTHY J. WATTS

Elijah Watts
ELIGAH WATTS

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a notary public in and for said county and state the within named DOROTHY J. WATTS, who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal this 2 day of May, 1988.

Oscar Kelly
NOTARY PUBLIC

My commission expires: 7-9-89

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a notary public in and for said county and state the within named ELIGAH WATTS, who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal this 2 day of May, 1988.

Oscar Kelly
NOTARY PUBLIC

My commission expires: 7-9-89

It is further ORDERED by the Court that the property now vested in wife to be hers absolutely is described in words and figures as follows:

Being Lot No. 56 on the Plan of Shepardwood Subdivision, Section 1, of record in Book 4175, pages 82 and 83, Register's Office for Davidson County, Tennessee, reference to which plan is hereby made for a more complete description.

Being part of the same property conveyed to C. H. Briley, Jr., Trustee, with full power to sell, mortgage and convey, by deed from Elma C. Alley, of record in Book 3407, page 586, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Elijah Watts and wife, Dorothy Watts, by deed from C.H. Briley, Jr., Trustee,as of record in Book 4465, page 1, Register's Office for Davidson County, Tennessee.

ENTER this 27 day of June, 1988.

JUDGE

APPROVED FOR ENTRY:

JACK A. BUTLER, 2838
Attorney for Wife
12th Floor, First American Center
Nashville, Tennessee 37238
615-244-5772

CERTIFICATE OF SERVICE

I hereby certify that I have mailed an exact copy of the foregoing pleading to Mr. Eligah Watts, he having no attorney of record, 1514 Jo Johnson Street, Nashville, Tennessee this 27 day of June, 1988.

JACK A. BUTLER

P/MDA

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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* 27th *day of* June, *19* 88, *in Case Number* 88D-79 *between* Dorothy J. Watts *Plaintiff, and* Eligah Watts *Defendant, as same remains of record in Book* 42C, *Page* 1756 *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* September *in the year one thousand nine hundred and* eighty-eight *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By L Hartman *D.C.*

Form #GR-117