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IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

1988 NOV 23 PM 3:57
GEORGE L. ROECKER, CLERK
D.C.

Map - 72-12
parcel - 62

PAT CAROL OSMENT

VS.

NO.87D-223

WILLIAM LEE OSMENT

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FINAL DECREE

This cause came on to be heard on the 21st day of November, 1988, before the Honorable James R. Everett, Judge, upon the Counter-Complaint for Absolute Divorce heretofore filed by Mrs. Osment, original Complaint and Answer filed by Mr. Osment being withdrawn, submission to the Court of a written Marital Dissolution Agreement heretofore signed by the parties, testimony of Mrs. Osment, statement of Counsel in open Court, and from the entire record in this cause, from all all of which the Court finds that the parties have suffered irreconcilable differences pursuant to T.C.A. §36-4-101(11). It is therefore,

ORDERED AND ADJUDGED by the Court that the bonds of matrimony heretofore subsisting between the parties be, and the same are, hereby forever and perpetually dissolved and your Petitioner, Pat Carol Osment, is hereby granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further **ORDERED AND ADJUDGED** by the Court, and the Court affirmatively finds, that the written Marital Dissolution Agreement heretofore signed by the parties does make adequate and sufficient provision for the equitable settlement of all property rights, which Agreement is included herein, verbatim, as follows:

IN THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE

PAT CAROL OSMENT,

VS. NO. 87D-223

WILLIAM LEE OSMENT. BOOK 7743 PAGE 103

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Probate Court for Davidson County, Tennessee, a Complaint for Divorce, Docket No. 87D-223, filed by Pat Carol Osment, hereinafter referred to as "Wife", against William Lee Osment, hereinafter referred to as "Husband".

WHEREAS, these parties are presently living separate and apart and desire to enter into a Marital Dissolution Agreement and tender same to the Court for approval, in the event a Decree of Divorce is granted in this cause, and

WHEREAS, both these parties have been advised of their respective rights and responsibilities, one to the other.

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

1. **CONSIDERATION** - The consideration for this Agreement is the mutual promises and agreements herein contained.

2. **NO INTEREFERENCE** - Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

3. **TAX EXEMPT STATUS** - This Agreement is a transfer of appreciated property between spouses in connection with a divorce, and is not a sale or exchange or other disposition, but represents a division of property by co-owners.

4. **TRIAL** - Wife shall proceed to trial to obtain an Absolute Divorce on the grounds of irreconcilable differences.

5. **CHILD CUSTODY** - These parties have no minor children born of this marriage.

6. **REAL PROPERTY** - The parties presently own as tenants by the entirety a house and lot located at 2048 Thistlewood Avenue, Nashville, Davidson County, Tennessee, more particularly described in the property description attached hereto as Exhibit A. The parties agree that all right, title and interest that Wife has in and to said property shall be divested from her and vested in Husband in fee simple absolute. Husband agrees to assume the outstanding mortgage and indebtedness and further

agrees to hold Wife harmless and indemnify her from any responsibility thereon. In lieu of Wife's equitable interest in said property, she be awarded an equitable lien in the sum of **THREE THOUSAND DOLLARS ($3,000.00)** against said property payable until the house sells or in thirteen (13) years whichever is the first event to occur. The parties further acknowledge that said lien shall bear interest at the rate of Ten Percent (10%) per annum or **THREE HUNDRED DOLLARS ($300.00)** per year and Husband shall have the right to pay the Wife the full balance or the annual interest without penalty.

7. **AUTOMOBILES** - All right, title and interest which Husband has in and to the 1986 Chevrolet Camaro shall be divested from him and vested in Wife in fee simple absolute. Wife agrees to assume the outstanding mortgage indebtedness and further agrees to hold Husband harmless thereon. All right, title and interest which Wife has in and to the 1977 Pontiac Sunbird and 1986 Mustang shall be divested from her and vested in Husband in fee simple absolute. Husband shall be responsible for any and all mortgages maintained against said automobiles and further hold the Wife harmless and indemnify her from any responsibility thereon.

8. **HOUSEHOLD FURNITURE AND FURNISHINGS** - Wife shall receive all right, title and interest to the VCR and any and all personal belongings and furniture presently maintained in her respective possession. Husband shall be awarded all right, title and interest to the Dining Room Suite, Living Room Suite, Dryer, Lawnmower and Tools, TV, Refrigerator, his music equipment and any and all other personal property or furniture maintained in his respective possession free of any claim from Wife.

9. **SAVINGS BONDS** - Wife shall be awarded all right, title and interest in and to her U.S. Savings Bonds with the approximate value of **FOUR THOUSAND DOLLARS ($4,000.00)** free from any claim by Husband.

10. **RETIREMENT** - Husband shall be entitled to the sum of **ONE DOLLAR ($1.00)** from Wife's Civil Service retirement plan presently maintained with the Internal Revenue Service as a Survival Annuity Interest on behalf of Pat Carol Osment, Social Security No. [redacted]-4724, Computer Programmer/Analyst, Grade 7, if Wife retires or voluntarily quits within the next two (2) years. After a period of two (2) years on August 1, 1990, Husband hereby waives any and all right, title and interest to the **ONE DOLLAR ($1.00)** entitlement of Wife's Civil Service Retirement Plan.

11. **MEDICAL INSURANCE** - Wife agrees to maintain Husband under her medical insurance plan with the Internal Revenue Service for so long as allowable under said plan. Thereafter, Husband can petition the Internal Revenue Service, being he has a survival annuity interest as set forth in Item 10 of this Agreement for a period of Twenty Four (24) months until August 1, 1990, or until Husband obtains medical insurance coverage from his employer, whichever is the first event to occur, and further, Husband shall reimburse Wife on a monthly basis for the cost of this medical insurance coverage.

12. **COURT COSTS** - The parties agree to divide the Court costs equally.

13. **ENFORCEMENT PROVISION** - In the event either party has to petition the Court for enforcement of any of the provisions in this Agreement, then the party at fault shall be responsible for reasonable attorney fees, expenses and Court costs in the enforcement of same.

14. **ACCEPTANCE BY THE PARTIES** - 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 nondischargeable debt under 11 USC Section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlment 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 Marital Dissolution Agreement.

15. **FAIRNESS OF AGREEMENT** - Wife acknowledges that the provisions of this agreement for her support and maintenance are fair, adequate and satisfactory to her and the minor children and in the keeping with her accustomed standard of living and her reasonable requirements.

16. **VOLUNTARY ACCEPTANCE** - The provisions of this Agreement and their legal effect have been fully explained to the parties by counsel and each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

17. **ENTIRE AGREEMENT** - This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

18. **ESTATE WAIVER** - 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, curtesy, 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 Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

19. **ADDITIONAL INSTRUMENTS** - Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing hereof, and that they have signed same voluntarily.

WITNESS OUR HANDS, this 29th day of July, 1988, as to the Wife, and the 21st day of November, 1988, as to the Husband.

X Pat Carol Osment
PAT CAROL OSMENT

William Lee Osment
WILLIAM LEE OSMENT

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 Pat Carol Osment with whom I am personally acquainted, and who acknowledges that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 29th day of July, 1988.

Jackie E Russell
NOTARY PUBLIC

My Commission Expires: 11-12-90

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 William Lee Osment with whom I am personally acquainted, and who acknowledges that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 21 day of November, 1988.

D Otaney Lacey
NOTARY PUBLIC

My Commission Expires: 3-3-92

It is further ORDERED AND ADJUDGED that the addresses of the parties are as follows:

Pat Carol Osment
1211 Orway Plaza
Nashville, TN 37206

Willima Lee Osment
2048 Thistlewood Ave.
Nashville, TN 37216

It is further ORDERED AND ADJUDGED that Mrs. Osment shall have her maiden name restored to Pat Carol Gray.

It is further ORDERED AND ADJUDGED that the costs of this cause are to be taxed equally between the parties, for all of which execution may issue if necessary.

Enter this 22 day of November, 1988.

JAMES R. EVERETT, JUDGE

APPROVED FOR ENTRY:

ROBERT L. JACKSON & ASSOCIATES

BY: LAURA Y. GOODALL
P.R. #11272
SOLICITOR FOR MRS. OSMENT
214 Second Avenue, North
Suite 103
1 Washington Square
Nashville, Tennessee 37201
615/256-2602

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been furnished to the James B. Hawkins, attorney for Mr. William Lee Osment, Legal Department, South Central Bell, 356 Green Hills Office Building, P.O. Box 10, Nashville, TN 37202, this 21st day of November, 1988.

LAURA Y. GOODALL

98684

IDENTIFICATION REFERENCE

Jan 3 4 02 PM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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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* 23rd *day of* November, *19*88, *in Case Number* 870-223 *between* Pat Carol Osment *Plaintiff, and* William Lee Osment *Defendant, as same remains of record in Book* USA, *Page* 737 *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* 30th *day of* December *in the year one thousand nine hundred and* 88 *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By L Dyer *D.C.*

Form #GR-117