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GEORGE L. ROOKER, CLERK

K. Rexford D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

TRAVIS SCOTT HUDSON,

Plaintiff,

v.

MARY MARGUIRETTE HUDSON,

Defendant.

NO. 86D-2285

map 29-193

BOOK 7745 PAGE 99

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 27th day of October 1986, before the Honorable Muriel Robinson, upon the original complaint for absolute divorce, the property settlement signed by the parties and the sworn testimony of the Plaintiff from all of which the Court finds that agreement for the equitable settlement of the property rights between the parties. The Court further finds that the parties have irreconcilable differences and that the Court approves the property settlement of the parties.

IT IS THEREFORE ORDERED AND ADJUDGED that the Plaintiff, Travis Scott Hudson, be and is hereby awarded an absolute divorce from the Defendant, Mary Marguirette Hudson, and the parties are restored to all of the rights and privileges of unmarried persons.

The Plaintiff's address is:

4694 Lickton Pike
Whites Creek, TN 37189

The Defendant's address is:

3877 Cantarutti
Joelton, TN 37080

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INDEXED FOR REFERENCE

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IT IS FURTHER ORDERED AND ADJUDGED that the following property settlement of the parties is approved by the Court, and is incorporated herein by reference, and made the Order of this Court. Said agreement is, in words and figures, as follows:

IN THE 4TH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

TRAVIS SCOTT HUDSON, Plaintiff, vs. MARY MARGUIRETTE HUDSON Defendant.	)	NO. 86D-2285

SETTLEMENT AGREEMENT

This agreement is made between TRAVIS SCOTT HUDSON, hereinafter called Husband, and MARY MARGUIRETTE HUDSON, hereinafter called Wife.

WITNESSETH:

WHEREAS, these parties have been married since June 17, 1976, and there has been born of this union one minor child, namely TRAVIS SHAWN HUDSON, d/o/b March 2, 1978, and

WHEREAS, certain differences and difficulties have arisen between the parties and a divorce action in which irreconcilable differences is alleged as a ground has been instituted in the 4th Circuit Court of Davidson County, Tennessee, and they have no expectation of resuming their marital relationship, and

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

NOW, THEREFORE, in consideration of the mutual promises, covenents, and undertakings hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. CUSTODY. Husband and Wife shall have and retain joint care, custody and control of the parties' minor child, TRAVIS SHAWN HUDSON. The child will reside principally with the Wife.

2. VISITATION. Husband shall have visitation rights with the parties' minor child every other weekend from Friday at 6:00 p.m. until Sunday at 6 p.m. Husband shall have extended visitation with the child during the summer school vacation, to be agreed upon by the parties. Major holidays shall be alternated between the parties beginning with Husband having the child for Thanksgiving 1986, Wife for Christmas Day 1986, Husband for New Year's Day 1987, Wife for Easter 1987, Husband for Memorial Day 1987, Wife for July 4, 1987, Husband for Labor Day 1987, and so forth. Husband shall have one week's visitation during Christmas holidays.

3. CHILD SUPPORT. It is agreed that Husband shall pay $75.00 as child support per week directly to Wife.

4. TAX DEDUCTIONS. It is mutually agreed that Wife may declare the minor child of the parties as her dependent for income tax purposes in the following years: 1986, 1987, 1988 and 1989. Husband shall be allowed to declare the child as his dependent beginning in 1990 and all years thereafter.

5. PERSONAL PROPERTY. The parties have heretofore divided their personal property among themselves. All furniture, furnishings, and personal effects presently in the possession of Wife shall be her sole and separate property. All furniture, furnishings and personal effects presently in the possession of Husband shall be his sole and separate property.

6. DEBTS. (A) It is agreed that Wife will pay and continue to pay the following accounts that were made during the marriage, and shall hold Husband harmless on any and all debts secured by these accounts:

A. First Mortgage on residence owed to Manufacturer's Hanover Manufacturing Company

B. Mastercard

(B) It is agreed that Husband will pay and continue to pay the following accounts that were made during the marriage, and shall hold Wife harmless on any and all debts secured by these accounts:

A. Visa

B. Associates

C. Van lease

(C) It is agreed that the parties shall be responsible for the payment of any other accounts or charges which are presently listed in his or her name. Each party agrees to indemnify and hold the other harmless from any liability resulting from their failure to pay such accounts when due.

7. BANK ACCOUNTS. The parties shall keep their respective checking accounts and savings accounts.

8. REAL PROPERTY. (A) It is agreed that the house and lot titled in Husband's and Wife's names shall be vested solely in Wife. Said property is located at 3877 Cantarutti Road, Joelton, Tennessee and is more specifically described in Book 5177, Page 145 of the Registrar of Deeds Office, Davidson County, Tennessee, to wit:

> LAND in Davidson County, Tennessee, described according to a survey made August 12, 1959, by Hickerson-Miller, Engineers-Surveyors, revised January 27, 1961, by E. L. Miller, Jr., and Company, Surveyors, as follows:
>
> BEGINNING at a point in the southeasterly margin of Cantarutti Road at an iron pin at the westernmost corner of property conveyed to Sue T. Viaches by deed of record in Book 2354, page 286, Register's Office for said County; thence along the Viaches southwesterly line, south 24° 30' East 560 feet, more or less, to a point in the center of a branch; thence along the center of said branch, south 18° 06' west 115 feet to a point; thence north 46° west 655 feet, more or less, to the southeasterly margin of Cantarutti Road; thence along the margin of said road in a northeasterly direction, a distance of 91 feet along a curve having a radius of 263 feet; thence, continuing with the margin of said road, north 65° 30' feet east 244 feet to the beginning.
>
> BEING the same property conveyed to Travis S. Hudson and Mary M. Hudson by deed from Larry R. Barnes and Wife, Sandra Barnes by deed, of record in Book 5177, page 145, Register's Office for Davidson County, Tennessee.

(B) In consideration for this transfer, Wife agrees that the Husband shall have a second mortgage or lien on deed of the home above in the amount of $14,076.34, which represents one-half of the parties' equity in the home as of September, 1986.

(C) Wife further agrees to execute any documents necessary to effectuate this lien. Further, Husband and Wife agree that

Wife must pay the full amount of the second mortgage or lien to the Husband on or before the earlier of the following dates: The date the child turns 18; the date Wife remarries; or the date the Wife sells the home.

9. AUTOMOBILES. The pickup truck and the van shall be vested solely in the Husband, and Husband assumes full responsibility for the payment of any indebtednesses due on said vehicles.

10. ATTORNEY'S FEES. Husband and Wife shall be responsible for paying his or her own attorney's fees.

11. COURT COSTS. Any costs of Court incurred as a result of the pending action for absolute divorce shall be paid by Husband.

12. The parties desire that this Agreement be incorporated as a part of any final decree of divorce that may hereafter be entered in the Fourth Circuit Court of 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 its ratification and approval.

13. This Agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those expressly herein set forth.

14. 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, and that the parties hereto have been represented by their respective attorneys in connection with the negotiation and preparation of this Agreement. Each party acknowledges that they have read this Agreement, that it is fair and equitable and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

WITNESS our hands on the day and date written below at Nashville, Tennessee.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Travis S. Hudson
Plaintiff/Husband

Sworn to and subscribed before me this the 3rd day of October, 1986.

Melanie S. Brand
NOTARY PUBLIC

My commission expires: 4-19-87

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Mary M Hudson
Defendant/Wife

Sworn to and subscribed before me this the 11 day of September, 1986.

John W. Cannon
NOTARY PUBLIC

My commission expires: 10/19/86

Connie Lynn Ransom
Attorney for Husband

John W. Cannon
Attorney for Wife

IT IS FURTHER ORDERED AND ADJUDGED that the costs of this cause shall be taxed to the Plaintiff, for which execution may issue, if necessary.

ENTERED this the 14th day of November, 1986.

JUDGE

PREPARED BY:

Jimmie Lynn Ramsaur
SHIPLEY & BEHM
306 Gay Street
206 Realtor's Building
Nashville, TN 37201
615/256-6346

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been mailed, postage prepaid, to Mary Marguirette Hudson, c/o John Cannon, Haynes & Associates, 140 N. Main, Goodlettsville, TN 37072, this 6th day of November, 1986.

Jimmie Lynn Ramsaur

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* 12th *day of* November, *19* 86, *in Case Number* 86D-2285 *between* TRAVIS SCOTT HUDSON *Plaintiff, and* MARY MARGUIRETTE HUDSON *Defendant, as same remains of record in Book* 157A, *Page* 665 *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* 5th *day of* January *in the year one thousand nine hundred and* Eighty-Nine *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Mary Washburn *D.C.*