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GEORGE L. ROOKER, CLERK

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SHELIA R. WILKERSON,

Plaintiff

vs

ROBERT M. WILKERSON,

Defendant

Docket No. 87D-1425

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FINAL DECREE OF DIVORCE

This cause came to be heard on the 1st day of September, 1987, before the Honorable Muriel Robinson, Judge, upon the Complaint for Absolute Divorce filed by Complainant, testimony of Complainant, submission to the Court of a written Property Settlement Agreement heretofore signed by the parties, statements of counsel for both parties in open court and the entire record in this cause. From all of which the Court finds that Husband's current address is 118 Park Circle, Old Hickory, Tennessee 37138, and Wife's current address is 1308 Jones Street, Old Hickory, Tennessee 37138, and further finds that the parties have suffered irreconcilable differences in their marriage pursuant to TCA Section 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 the Complainant, Shelia R. Wilkerson, is granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further ORDERED AND ADJUDGED and the Court affirmatively finds that the parties have made adequate and equitable division of the marital properties and adequate provisions for the care and custody of the minor children and the Property Settlement Agreement heretofore signed by the parties is approved by the Court. Unless specifically ordered by the Court, such support shall not be reduced or prorated. The Property Settlement Agreement is incorporated herein as follows:

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson County, Tennessee, a Petition for Absolute Divorce filed by Sheila R. Wilkerson, hereinafter referred to as "Wife," against Robert M. Wilkerson, hereinafter referred to as "Husband," under Docket Number 87D-1425; and

WHEREAS, the parties are presently living separate and apart and desire to tender this Property Settlement to the Court for approval in the event a Decree of Divorce is granted in this cause; and

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

NOW THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. Consideration: The consideration for this Agreement is the mutual promises and agreements herein contained.

2. No Interference: 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. Trial: Wife shall proceed to trial to obtain an Absolute Divorce upon the grounds of irreconcilable differences.

4. Waiver of Service of Process and Venue: Husband, by his signature on this agreement waives personal service of process and submits himself to the jurisdiction of the Circuit Court of

Davidson County. He further waives any objection which he may have to the venue of this action and agrees that the Circuit Court for Davidson County shall have venue over husband for this action

6. Child Custody: The Wife shall have custody of the minor children, subject to visitation by husband as follows: Husband shall have visitation every weekend and two of the three weeks of Husband's vacation, so long as said vacation occurs during the summer.

7. Child Support: Husband shall pay the sum of $100.00 per week as child support for the support and maintenance of the parties minor children. Said support shall continue until the majority of the youngest child, or until the youngest child completes his high school education. The parties acknowledge that the youngest child was held back several years in his schooling and will not graduate until he is approximately 20 years of age. That after his majority, so long as he continues as a fulltime high school student, the obligation to pay support shall continue.

Medical Insurance: Husband shall maintain medical insurance on the minor children so long as the obligation to pay support remains in effect. The parties shall equally divide any other medical, dental, orthodontic or eyeglass expense not covered by insurance.

8. Real Property: The parties are owners, as tenants by the entirety, of certain real property located at 1308 Jones Street, Old Hickory, Tennessee, 37138. Title to said property is hereby divested from husband and vested solely in wife as her sole and separate property, subject to a lien on said property for one-half of the equity in said property. This sum shall be due to husband once the obligation to pay child support terminates, or upon the death or remarriage of wife. Wife may

either, in her sole discretion, pay husband one-half the equity in said property or, in the alternative, may elect to sell the property and equally divide the net proceeds. Husband agrees to return his keys to the home and to vacate the home within 30 days of the date of the execution of this Agreement.

9. Personal Property: Wife is awarded the personal property located in the parties' homeplace, except for Husband's personal effects, two dressers, the waterbed and the color console TV. In the event Husband elects to take the waterbed currently located in the house, he agrees to replace the waterbed with another waterbed.

10. Debts of the Parties: Each party agrees to be responsible for any and all indebtedness incurred on his or her behalf after the date of the parties' separation. Each party further agrees to be responsible for any indebtedness owed which was incurred prior to the marriage of the parties. Husband agrees to be responsible for any debt incurred by the parties during the course of the marriage prior to the parties' separation. Each party shall hold the other harmless and indemnify them against the same on any debt for which they are responsible.

11. Attorney's Fees and Court Costs: Husband agrees to pay one-half of wife's attorney's fees of $500.00, in the amount of $250.00, to Attorney of Record, Steven H. Strain.

12. Automobiles: Wife shall be awarded the 1978 Dodge Aspen automobile as her sole and separate property, and title to said automobile is hereby divested from Husband and vested solely in Wife. Husband is awarded the 1984 Toyota truck, and title to said vehicle is hereby divested from Wife and vested in Husband as his sole and separate property. Each party agrees to indemnify and hold the other harmless as to indebtedness owed on their respective vehicles.

13. Additional Instruments: It is understood and agreed between the parties, as part of the consideration for the execution of this Agreement, that each party will willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

14. Voluntary Acceptance: The provisions of this Agreement and their legal effect have been fully explained to the parties by their respective 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.

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 and 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, courtesy, statutory allowance, homestead rights, rights to take gainst the will of 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 Wife and Husband individually or jointly, or any part that either of them may acquire in the future. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their estates, personal representatives, heirs and assigns.

15. Entire Agreement: This Agreement contains the entire understanding of the parties, and there are no representations, warranties or promises other than those expressly set forth herein. The parties further acknowledge that this Agreement may be altered, amended or cancelled only by an instrument in writing signed by each of the parties.

WITNESS my hand, this 24 day of June, 1987, as to the Wife, and this 24 day of June, 1987, as to the Husband.

Sheila R. Wilkerson
Sheila R. Wilkerson

Robert M. Wilkerson
Robert M. Wilkerson

STATE OF TENNESSEE)
COUNTY OF Anderson)

On this the 24th day of June, 1987, before me, the undersigned officer, personally appeared SHEILA R. WILKERSON, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Peggy Fulton
NOTARY PUBLIC
My Commission Expires : 11-1-87

STATE OF TENNESSEE)
COUNTY OF Anderson)

On this the 24th day of June, 1987, before me, the undersigned officer, personally appeared ROBERT M. WILKERSON, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Peggy Fulton
NOTARY PUBLIC
My Commission Expires : 11-1-87

It is ordered that the Agreement incorporated herein is the judgment of the Court.

It is further ordered that title to the following property is hereby divested from husband and vested in wife as her sole and separate property, subject to a lien on said property for half the value of the equity as provided for in paragraph 8 of the Marital Dissolution Agreement. The property is more particularly described as follows:

Being Lot No. 222 on the Plan of Village of Old Hickory, Section "B", of record in Plat Book 1424, page 67, Register's Office, Davidson County, Tennessee.

Being the same property conveyed to Robert M. Wilkerson and wife, Sheila K. Wilkerson by deed from Oliver S. Jennings etux Alma C. Jennings of Record in Book 5278, page 420, said Register's Office, Davidson County, Tennessee.

This conveyance is subject to easements of record in Plat Book 1424, page 67, Register's Office, Davidson County, Tennessee. This conveyance is further subject to husband's lien as set forth in paragraph 8 of the Property Settlement Agreement under Rule NO. 87D-1425, Circuit Court for Davidson County, Tennessee.

This costs of this cause are taxed to wife, for which execution may issue.

Enter this 14th day of Oct., 1987.

JUDGE

APPROVED FOR ENTRY:

MILAM AND STRAIN

Steven H. Strain
Attorney for Plaintiff
2211 Crestmoor Road
Nashville, TN 37215
615/297-7793

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree of Divorce has been mailed to Mr. Robert M. Wilkerson, 118 Park Circle , Old Hickory, TN 37138, this 3rd of ~~August~~ Sept, 1987.

Steven H. Strain

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IDENTIFICATION REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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* 19th *day of* October, *19* 87, *in Case Number* 87D-1425 *between* Sheila R. Wilkerson *Plaintiff, and* Robert M. Wilkerson *Defendant, as same remains of record in Book* 165A, *Page* 489 *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* 25th *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 K Langford, *D.C.*

Form #GR-117