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FILED

DEC 15 1982

GEORGE L. ROOKER, Clerk

By _____ Deputy

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CLAUDIA DELL UMSTEAD,

Plaintiff,

V.

LOYD FREEMAN UMSTEAD,

Defendant.

NO. 82D-2768

Map 91-7
parcel 224

FINAL DECREE

This cause came on to be heard on the 6th day of December, 1982, before the Honorable James Swiggart, Judge of the Sixth Circuit Court of Davidson County, Tennessee, upon the Plaintiff's petition for an absolute divorce, the answer and counter-complaint of the Defendant having been withdrawn by leave of Court, the property settlement agreement signed by both parties, the testimony of the Plaintiff in open Court, the statement of counsel, and upon the entire record, from all of which it is found by the Court that the allegations of irreconcilable differences are sustained by the proof and that the Plaintiff is entitled to an absolute divorce.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED by the Court that the Plaintiff is hereby awarded an absolute divorce from the Defendant and restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of the parties' minor child of the marriage and for the equitable settlement of any property rights between themselves. The property settlement agreement heretofore entered into by the parties is hereby approved and made a part of this decree as follows:

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GEORGE L. ROOKER, Clerk
Deputy

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CLAUDIA DELL UMSTEAD,

Plaintiff,

V.

LOYD FREEMAN UMSTEAD,

Defendant.

NO. 82D-2768

PROPERTY SETTLEMENT AGREEMENT

This Agreement is made between CLAUDIA DELL UMSTEAD, hereinafter called Wife, and LOYD FREEMAN UMSTEAD, hereinafter called Husband.

WITNESSETH:

WHEREAS, these parties have been married since December 15, 1967, and there has been born of this union one minor child, namely Rebecca Ann Umstead, born June 7, 1971; 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 Sixth 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, covenants, and undertakings hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. CUSTODY. Wife shall have and retain sole care, custody and control of the minor child of the parties, Rebecca Ann Umstead.

2. VISITATION. Husband shall have the rights of visitation with said minor child every other weekend from 6:00 p.m. on Friday until 6:00 p.m. on Sunday. The parties will alternate visitation on holidays, and Husband shall have the minor child for two weeks visitation during each Summer and shall notify Wife at least two (2) weeks in advance of exercising such visitation.

3. CHILD SUPPORT. The Husband shall pay directly to the Wife the sum of $55.00 per week as child support.

4. HOUSE. The Wife shall receive title to the home of the parties at 4109 Kentucky Avenue, Nashville, Tennessee, which is more fully described as follows:

> Land in Davidson County, Tennessee, being Lots Nos. 1018 and 1020 in Block 171, Plan No. 1 of West Nashville, which is of record in Book 57, pages 74 and 75, Register's Office for said County.
>
> Said lots join and front together 50 feet on the South side of Kentucky Avenue and extend back southwardly between parallel lines 150 feet to an alley.

Wife shall be responsible for making all mortgage payments on the home and will hold Husband harmless for non-payment of said mortgage.

5. CARS. Wife shall receive the 1978 Ford Fairmont automobile and she shall be responsible for paying off the balance that is owed on it. The Husband will receive the 1963 Ford pick-up truck.

6. PERSONAL PROPERTY. All of the furniture, furnishings and personal effects presently in the possession of the Wife shall be her sole and separate property, with the exception of a gun, a deer head and an antique table that was given to the parties by Husband's side of the family.

All of the furniture, furnishings and personal effects in the possession of the Husband shall be his sole and separate property.

7. COURT COSTS. It is agreed that any costs of Court incurred as a result of this pending action for absolute divorce shall be split equally by the Husband and Wife.

8. The parties desire that this Agreement be incorporated as a part of any final decree of divorce that may hereafter be entered in the Sixth 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.

9. 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.

10. 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 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.

Claudia Dell Umstead
CLAUDIA DELL UMSTEAD

Date: 12-15-82

Loyd Freeman Umstead
LOYD FREEMAN UMSTEAD

Date: 12-10-82

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)
)

Personally appeared before me, the undersigned Notary Public in and for the State and County aforementioned, Claudia Dell Umstead whose signature I did witness on the property settlement agreement this 15th day of December, 1982.

Melanie J. Harrison
NOTARY PUBLIC

My Commission Expires: 1-22-84

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)
)

Personally appeared before me, the undersigned Notary Public in and for the State and County aforementioned, Loyd Freeman Umstead whose signature I did witness on the property settlement agreement this 10 day of December, 1982.

NOTARY PUBLIC

My Commission Expires: 10-21-84

ENTER this the 15th day of December, 1982.

JAMES SWIGGART, JUDGE

APPROVED FOR ENTRY:

WILLIAM B. BRUCE
Attorney for Plaintiff
1610 Parkway Towers
Nashville, TN 37219
615-244-5432

LARRY D. WILSON
Attorney for Defendant
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615-833-5878

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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* Sixth *Circuit Court for Davidson County, Tennessee, on the* 15th *day of* December, *19* 82, *in Case Number* 82D-2768 *between* Claudia Dell Umstead *Plaintiff, and* Loyd Freeman Umstead *Defendant, as same remains of record in Book* 32A, *Page* 262 *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* 11th *day of* April *in the year one thousand nine hundred and* eighty-nine *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By [signature] *D.C.*

Form #GR-117