IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JOYCE A. WAGGONER, Complainant,	)	
vs.	)	No. 84D-526
ROBERT L. WAGGONER, JR., Defendant.	)	

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DECREE OF ABSOLUTE DIVORCE

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This cause came to be heard on the 28th day of August, 1984, in open court, upon the testimony of complainant, Joyce A. Waggoner. After hearing, and upon the whole record, the Court finds as follows:

(a) Complainant is entitled to a divorce on the ground of irreconcilable differences;

(b) This cause has been on file for over 90 days;

(c) The parties have one minor child of the marriage, that being Robert Michael Waggoner, born March 25, 1980;

(d) Joyce A. Waggoner is a fit and proper person to have custody of said child;

(e) The parties have made adequate and sufficient provision by written agreement for the custody and maintenance of any children of the marriage and for the equitable settlement of any property rights between the parties by PROPERTY SETTLEMENT AGREEMENT showing execution by each of them on August 7, 1984 and hereafter made a part of this decree.

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED AND DECREED that complainant Joyce A. Waggoner be and hereby is granted an absolute divorce from defendant Robert L. Waggoner, Jr., on the ground of irreconcilable differences and the parties returned to the status of unmarried persons; the property of the parties is awarded in accordance with the following PROPERTY SETTLEMENT AGREEMENT, which is incorporated in this decree and made a part hereof.

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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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JOYCE A. WAGGONER,
Complainant,
vs.
ROBERT L. WAGGONER, JR.,
Defendant.

No. 84D-526

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PROPERTY SETTLEMENT AGREEMENT

Whereas, Joyce A. Waggoner [hereinafter Wife] has filed a divorce proceeding in the Circuit Court for Davidson County, Tennessee as above-styled; and

Whereas, Wife and Robert L. Waggoner, Jr. [hereinafter Husband] are desirous of settling their differences amicably and avoiding the expense and uncertainty of contested litigation;

Whereas, the parties have made adequate and sufficient provision by this Agreement for the custody and maintenance of their minor child of the marriage and for the equitable settlement of all property rights between the parties;

Now, therefore, for and in consideration of the mutual promises and benefits to the parties hereto, and in accordance with T.C.A. 36-801(II), Husband and Wife agree as follows.

1. Title to the home of the parties at 120 Tomarand Road, Antioch, Tennessee 37013, shall be vested in Wife, subject to Husband's lien as set out in numerical paragraph 2, and to Husband's limited right of survivorship as set out in numerical paragraph 3, below.

2. Wife shall execute a note payable to Husband in the amount of $10,000.00, without interest, which note shall be secured by a lien on the aforesaid home. Said note shall be pay-

able in full upon conveyance of the aforesaid home or six months after the minor child reaches majority, whichever occurs first; in the event Wife remarries before conveyance of said home, wife shall commence payment on said note at the rate of $200.00 per month beginning the month next following such event. In the event Wife shall desire to further mortgage the aforesaid home and the mortgagee shall require subordination of Husband's lien to mortgagee's lien as a condition of making the loan, Husband shall permit such subordination so long as the home has sufficient value to secure Wife's obligation on the note. In the event husband shall die before the note is paid off leaving no issue other than the minor child of the parties, the note shall be of no further force or effect, and the lien securing same shall be released without the need for further conveyance.

3. In the event Wife shall, before conveyance of her freehold in the home, predecease Husband without leaving surviving spouse or issue other than the minor child of the parties, all right, title and interest in the aforesaid home shall be vested in Husband free from the claims of Wife, her heirs, assigns, and estate.

4. Husband shall maintain in full force and effect a policy of medical and dental insurance insuring the health of the minor child equivalent to that in effect at the time of the separation of the parties.

5. Wife shall be responsible for making the monthly mortgage payments on the home.

6. Husband shall keep in full force and effect the life insurance policy with Franklin Life Insurance Company, Policy No. 3301633, and shall timely make the payments thereon, including repayment of the loan which has been made against said policy. Husband shall take the measures necessary to have Wife named as co-owner of said insurance policy, and Wife shall continue to be

named as beneficiary. Upon maturity of said policy, proceeds will be equally divided between the parties.

7. All right, title and interest in the joint checking account of the parties at Third National Bank, Nashville, No. 79996809, shall be vested in Wife. All right, title and interest in the Special Account in Third National Bank, Nashville, No. 15847969, in Husband's name alone, shall be vested in Husband.

8. All right, title and interest in the 1982 Pontiac 6000 currently titled in Husband's name shall be vested in Wife, and she shall indemnify and hold harmless Husband for any indebtedness thereon. All right, title and interest in the 1980 AMC Concord currently titled in Husband's name shall remain so vested, and he shall indemnify and hold harmless Wife from any indebtedness thereon. Each party shall remain liable to the existing lienholder(s) on the aforesaid automobiles to the extent required by such lienholder to effect title changes required by this Agreement without foreclosure.

9. The parties acknowledge that each has an equal share in the assets of the band formerly performing as Union Station, the equipment of which is currently being liquidated, and that each party shall be entitled to keep a share of the proceeds of the liquidation equal to the other.

10. The parties have heretofore made an equitable division of their personal property not otherwise specifically referred to in this agreement and Husband has heretofore removed from the home all such property, title to which shall be vested in Husband; all right, title and interest in all such property not so removed by Husband prior to the date of this agreement shall be vested in Wife.

11. The parties agree that Wife is a fit and proper person to have custody of the minor child of the parties, Robert Michael

Waggoner, born March 25, 1980. Husband shall have visitation with said child one weeknight each week and on alternating Saturdays and Sundays. The respective weeknight of visitation will be as agreed by the parties given due consideration to their work schedules, and Husband shall give reasonable notice to Wife of which respective weeknights he desires visitation.

12. Husband's initial child support obligation shall be $250.00 per month; Husband's monthly child support obligation shall increase by $50.00 per month, every three years, the first such increase to be effective September, 1987 and subsequent increases being effective September of each third year following until the child reaches majority.

13. Husband shall pay one-half of each month's child support by the 1st day of each respective month, and the remaining one-half by the 15th of each respective month until such time as Husband's regular employment shall compensate Husband on a monthly, rather than bi-weekly basis, at which time the entire monthly child support obligation shall be paid by the 1st day of each respective month for which it is due.

14. Upon request, each party shall give to the other such documentation as is reasonably required to verify that all payments required by this agreement to be made which result in benefit to the other party are being timely paid.

15. Each party shall timely execute upon request all documents reasonably required to effectuate the provisions of this agreement.

16. Nothing in this agreement shall be construed to deny or limit the right of the parties to sell the aforesaid home by mutual agreement.

17. This agreement shall become effective upon Court approval.

18. Court costs shall be assessed against Wife.

Joyce A. Waggoner
JOYCE A. WAGGONER

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me the aforesaid Joyce A. Waggoner, who is personally known to me, and who, after being duly sworn, executed the foregoing in my presence and acknowledged that the same was executed for the purposes stated therein, this 7th day of August, 1984.

Edwina P. Kupper
Notary Public

My Commission expires: 7/27/86

Robert L. Waggoner Jr.
ROBERT L. WAGGONER, JR.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me the aforesaid Robert L. Waggoner, Jr., who is personally known to me, and who, after being duly sworn, executed the foregoing in my presence and acknowledged that the same was executed for the purposes stated therein, this 7th day of August, 1984.

Notary Public

My Commission expires: [illegible]

ENTERED this 28th day of August, 1984.

Russell Robinson
JUDGE

APPROVED FOR ENTRY:

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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* Fourth *Circuit Court for Davidson County, Tennessee, on the* 28th *day of* August, *19* 84, *in Case Number* 84D-526 *between* Joyce A. Waggoner *Plaintiff, and* Robert L. Waggoner, Jr. *Defendant, as same remains of record in Book* 138C, *Page* 2066 *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* 26th *day of* June *in the year one thousand nine hundred and* eighty-nine *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By J. M. Cowsline, Jr. *D.C.*