BOOK 7906 PAGE 663

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GEORGE L. ROOKER, CLERK

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

DEBRA ANNE (BOWLDS) ADAMS	)	
Plaintiff	)	
VS	)	NO. 85D-1883
MICHAEL PAUL ADAMS	)	
Defendant		

FINAL DECREE

This cause came on to be heard this 26th day of September, 1985, before the Honorable James R. Everett, Jr., Judge of the Probate Court for Davidson County, Tennessee, on the Complaint for Divorce filed by the plaintiff. Upon hearing testimony of plaintiff, statements of counsel for plaintiff and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage.

It is therefore, ORDERED, ADJUDGED AND DECREED that the plaintiff, Debra Anne (Bowlds) Adams, is hereby awarded an absolute divorce from the defendant, Michael Paul Adams, on the grounds of irreconcilable differences, T. C. A. §36-801-II, and she is hereby restored to all the rights and privileges of an unmarried person.

The Court affirmatively finds that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties. The Court hereby approves the Property Settlement Agreement and the said is hereby incorporated in words and figures as follows:

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PROPERTY SETTLEMENT AGREEMENT

This AGREEMENT is entered into by **DEBRA ANNE (BOWLDS) ADAMS** (hereafter, WIFE) and **MICHAEL PAUL ADAMS** (hereafter, HUSBAND), and is to become effective upon the date of its full execution.

WITNESSETH:

WHEREAS, the parties to this AGREEMENT are lawful HUSBAND and WIFE, but the parties agree that they have developed certain differences, which they believe to be irreconcilable and to make impossible a continuation of their full marital relationship; and

WHEREAS, prior to the execution of this AGREEMENT, a complaint for absolute divorce has been filed in the Circuit Court for Davidson County, Tennessee, wherein WIFE is the Plaintiff and HUSBAND is the Defendant; and

WHEREAS, pursuant to the requirements of the law, the parties have decided to enter into this written, notarized AGREEMENT with the intent that it make adequate and sufficient provision for the equitable settlement of any property rights between the parties; and

WHEREAS, the parties intend this AGREEMENT to fully describe, resolve and settle their respective property rights, remedies and obligations to each other, whether these relationships arose from the marriage or were otherwise created, and the parties acknowledge that these terms contain their entire agreement without understandings, representations or promises other than those set forth herein; and

WHEREAS, the parties represent that, before entering into this AGREEMENT, each has fully disclosed and revealed to the other any and all rights and obligations that may be relevant to these terms, and both acknowledge that it is not the result of any fraud, concealment, duress or undue influence; and

WHEREAS, the parties acknowledge that the legal and practical effects of this AGREEMENT have been explained in each and every respect to their satisfaction, that each has had full opportunity to discuss these terms and that each has received a complete copy of this AGREEMENT upon its execution; and

WHEREAS, the parties recognize that, upon their execution, this AGREEMENT is immediately effective as an enforceable contract, that it is intended for submission to the Court for approval and incorporation into a final decree for divorce, and that, when incorporated in a decree, its provisions will constitute an order of the Court which may be enforced by proceedings for judicial contempt, if necessary;

NOW, THEREFORE, in condsideration of these mutual promises, the parties agree as follows:

1. WAIVER OF PROCESS AND ACKNOWLEDGEMENT OF REMEDIES

Husband, the defendant in the divorce proceeding, hereby waives personal service of process and acknowledges that his receipt of a copy of this AGREEMENT constitutes a general appearance before the Court which is sufficient to give personal jurisdiction over him for the purpose of granting a divorce upon the grounds of irreconcilable differences.

Both parties acknowledge that this AGREEMENT is not intended as a contract for divorce and that each party has a right to terminate or contest these divorce proceedings by taking appropriate legal action within ninety (90) days of the date upon which the complaint was filed.

1. **CHILD CUSTODY**

The parties agree that there were no children born of this marriage.

2. **PERSONAL PROPERTY**

From the parties' homeplace which is commonly known as 1415 Sumner Avenue, Nashville, Tennessee, which may be considered as fixtures, the Wife is to be vested with the sole right, title and interest in and to one of the telephones and the ceiling fan which is located in the bedroom.

That the Wife is divested of any right, title and interest which she may have in the Husband's parents' bedroom suite, stereo system, stove, refrigerator, shotgun, pistol, chair in bedroom, upright vaccum cleaner, grill, weight bench, weights, some of the linens, some of the cooking utensils, two (2) big floor pillows and the Husband's personal clothing; that the Husband is vested with the sole right, title and interest in and to all of the above stated personal property.

That the Husband is divested of all the rest and residue of the household furniture, furnishings, and appliances and that the Wife is vested with the sole right, title and interest in and to all the rest and residue of the household furnishings, furniture and appliances.

3. **REAL ESTATE**

That the Wife is to be divested of all right, title and interest in and to the parties' real estate which is commonly known as 1415 Sumner Avenue, Nashville, Davidson County, Tennessee, and that the Husband is to be vested with the sole right, title and interest in and to said real estate. That the Husband is to pay all mortgages and indebtedness on said real estate and he is to hold the Wife harmless for said mortgages and indebtedness and indemnify her for any losses therefrom.

4. **PETS**

That during the parties' marriage they have acquired the ownership of two (2) dogs, one named Sadie. The Wife is awarded the sole right, title and interest to Sadie however, the Husband agrees to keep Sadie at his place of residence until such time as

the Wife has a suitable place to keep said dog. That the Wife is awarded visitation rights with said dog so long as the Husband has the dog in his possession. That when the Wife receives Sadie in her possession,that the Husband is awarded visitation rights with said dog. That the Husband is awarded the sole right, title and interest in and to the dog, Kadie, and that the Wife is awarded visitation rights with said dog. That all visitation rights are to be exercised only after the party intending to exercise said visitation calls the other party by telephone and informs them of their intentions to do so. That the Wife is awarded the sole right, title and interest in and to the parties' dog pens.

5. **VEHICLES**

The Wife is divested of all right, title and interest in and to the Husband's 1984 GMC pick up truck and that the Husband is awarded the sole right, title and interest in and to said pick up truck. That the Husband shall be solely liable for the liens on said pick up truck and that he is to hold the Wife harmless and indemnify her for any losses therefrom.

The Husband is divested of any right, title and interest he may have in the the Wife's 1977 Monte Carlo automobile and that the Wife is vested with the sole right, title and interest in and to said automobile.

6. **DEBTS**

That the Husband is to pay the existing balance on the indebtedness at the time of signing this agreement with Visa, Lowes (for the deck on the house), Sears, Castner Knotts, and Medic Count. That he is to hold the Wife harmless for said debts and indemnify her for any losses therefrom.

That the Wife is to pay her bills with Dr. Simpson and Anderson, J.C. Penney Co., two of the ABCC accounts and Cain Sloan. That the Wife is to hold the Husband harmless for such debts and indemnify him for any losses therefrom.

7. **ATTORNEY'S FEES**

It is agreed that the Husband will pay Richard R. Clark the amount of $100.00 for his services rendered to Wife in this cause, being part of the attorney's fees.

8. **COURT COSTS**

The Husband shall be responsible for the court costs in this matter.

9. **RESTORATION OF MAIDEN NAME**

The Wife is to be restored to her maiden name of Debra Anne Bowlds and she is entitled to all the rights and privileges of the use of said name.

10. **REPRESENTATION**

The parties hereto acknowledge that Richard R. Clark represents the Wife in this matter and that Richard R. Clarks has made no representations to the Husband upon

which he has relied. That in fact, Ricahrd R. Clark has advised Husband to seek counsel if he so desired.

9. Both parties agreed to execute any deeds, titles or other documents to carry out the full intent of this agreement.

10. Both parties hereby relinquish any marital rights which they might have as a result of this marital union.

IN WITNESS WHEREOF, the parties have signed, executed and acknowledged this AGREEMENT as their free act and deed on the dates set forth below.

_____

DEBRA ANNE (BOWLDS) ADAMS

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **DEBRA ANNE (BOWLDS) ADAMS,** with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and offical seal at Nashville, Tennessee this _____ day of June, 1985.

_____

NOTARY PUBLIC

MY COMMISSION EXPIRES:_____

_____

MICHAEL PAUL ADAMS

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **MICHAEL PAUL ADAMS,** with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and offical seal at Nashville, Tennessee this _____ day of June, 1985.

_____

NOTARY PUBLIC

MY COMMISSION EXPIRES:_____

It is ORDERED, ADJUDGED AND DECREED that all provisions of said Property Settlement Agreement are hereby approved and made the judgment of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff shall be restored to her maiden name of Debra Ann Bowlds.

The final costs of this cause will be paid by the defendant, for which execution may issue if necessary.

This the 26th day of September, 1985.

JUDGE JAMES R. EVERETT, JR.

APPROVED FOR ENTRY:

Richard R. Clark
Attorney for Plaintiff
3221 Nolensville Road
Nashville, TN 37211 (832-0138)

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing Final Decree has been mailed to Michael Paul Adams, 1415 Sumner Avenue, Nashville, TN 37206, on this 26 day of September, 1985.

Richard R. Clark

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* 26th *day of* September, *19* 85, *in Case Number* 85D-1883 *between* Debra Anne (Bowlds) Adams *Plaintiff, and* Michael Paul Adams *Defendant, as same remains of record in Book* 31C, *Page* 2132 *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* 21st *day of* July *in the year one thousand nine hundred and* eighty-nine *and in the* 214th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*