IN THE CIRCUIT COURT FOR WILLIAMSON COUNTY, TENNESSEE

WILL ED COLTHARP, Complainant and Counter-Defendant -vs- SUE JONES COLTHARP, Defendant and Counter-Claimant	)	NO. 11045

D E C R E E

This cause came on to be heard on the 17th day of July, 1979, before the Honorable Terry Larkin, Judge, upon the pleadings filed by the respective parties in this cause, upon the written Property Settlement Agreement executed by the parties, upon statement of counsel in open Court, and upon the entire record in this cause, from all of which the Court finds that the Complainant and Counter-Defendant, Will Ed Coltharp, and the Defendant and Counter-Claimant, Sue Jones Coltharp, have experienced such irreconcilable differences in their marriage as would render further cohabitation improper.

It is, therefore, ORDERED, ADJUDGED and DECREED that the bonds of matrimony subsisting between the Complainant and the Defendant be absolutely and forever dissolved and that each of the parties be vested with all the rights and privileges of unmarried persons.

It further appears to the Court that the parties did enter into a written Property Settlement Agreement, a copy of which is attached hereto and incorporated into the provisions of this Decree.

And it appearing to the Court that said Property Settlement Agreement as executed by the parties is fair and just and equitable and is in the best interest of said parties and the minor child herein involved; it is, therefore, ORDERED, ADJUDGED and DECREED

that said Property Settlement Agreement be approved and ratified in full and given full force and effect and shall be in all respects incorporated into the provisions of this final Divorce Decree.

It is further ORDERED, ADJUDGED and DECREED that the custody and control of the minor child of the parties shall be awarded to the Defendant and Counter-Claimant, Sue Jones Coltharp, with reasonable visitation privileges being granted to the Defendant as provided in said Property Settlement Agreement.

It is further ORDERED, ADJUDGED and DECREED that all right, title and interest in the real and personal property owned by the parties shall be divested and vested in the respective parties as provided in said Property Settlement Agreement and subject to the terms of said Property Settlement Agreement.

The cost of this cause shall be paid by the Complainant and Counter-Defendant, Will Ed Coltharp, for which execution may issue, if necessary.

ENTER this 17 day of July, 1979.

Terry Larkin
Judge

APPROVED FOR ENTRY:

Will Ed Coltharp
Complainant and
Counter-Defendant

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received

Sue Jones Coltharp
Defendant and Counter-Claimant

Daniel D. Finch
Attorney for Complainant
and Counter-Defendant

Dave A. Alexander
Attorney for Defendant
and Counter-Claimant

I, JOE HERBERT, CLERK OF CIRCUIT COURT, WILLIAMSON COUNTY DO HEREBY CERTIFY THE FOREGOING BE A TRUE AND PERFECT COPY OF THE ORIGINAL INSTRUMENT ON FILE IN THIS CASE Coltharp vs Coltharp

BOOK _____ PAGE _____

IN TESTIMONY [illegible] SEAL OF THE COURT, AT [illegible] COURTHOUSE AT FRANKLIN

THIS 26th DAY OF September 1989

[illegible] CLERK

IN THE CIRCUIT COURT FOR WILLIAMSON COUNTY, TENNESSEE

WILL ED COLTHARP, Complainant and Counter-Defendant -vs- SUE JONES COLTHARP, Defendant and Counter-Claimant	)	NO. 11045

PROPERTY SETTLEMENT

This agreement made and entered into this 11th day of July, 1979, by and between WILL ED COLTHARP, hereinafter called Mr. Coltharp, and SUE JONES COLTHARP, hereinafter called Mrs. Coltharp, both residents of Williamson County, Tennessee;

WITNESSETH:

WHEREAS, the parties hereto have enccuntered marital difficulties which are apparently irreconcilable; and,

WHEREAS, there is now pending an action for absolute divorce between the parties in the Courts of Williamson County, Tennessee; and,

WHEREAS, the parties hereto are mutually desirous of adjusting certain property rights between themselves and making certain provisions for the custody and support of their minor child;

NOW, THEREFORE, for good and sufficient consideration, the parties hereto mutually agree as follows:

1. Mr. Coltharp agrees to allow Mrs. Coltharp to retain the custody and control of the minor child of the parties, Angela Page Coltharp. Mrs. Coltharp agrees to grant to Mr. Coltharp reasonable visitation privileges with said minor child, said privileges to be exercised outside the residence of Mrs. Coltharp and In Accordance With An Order of This Court Dated June 11, 1979

2. Mr. Coltharp agrees to pay to Mrs. Coltharp the sum of Three Hundred ($300.00) Dollars per month as child support for the

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

support, maintenance and education of the minor child of the parties, and additionally, Mr. Coltharp agrees to be individually responsible for maintaining the tuition payments for said minor child at any private school said child may be attending [illegible] a comparable tuition cost.

3. Mr. Coltharp agrees to maintain in full force and effect major medical health insurance coverage on the minor child of the parties, and additionally, he agrees to be individually responsible for any major dental expenses incurred in behalf of said minor child.

4. Mr. Coltharp agrees to relinquish to Mrs. Coltharp all his right, title and interest in the home of the parties, a guest home located adjacent to said residence, and the approximate thirteen (13) acres of real estate on which said structures are located on Murray Lane in Williamson County, Tennessee, said property being more particularly described in Book _____, Page _____, Register's Office of Williamson County, Tennessee. The parties mutually agree that said residence is presently encumbered by a first mortgage obligation in the approximate amount of Twenty-Seven Thousand ($27,000.00) Dollars owed to First Federal Savings and Loan Association and a second mortgage obligation in the approximate amount of Thirty-Four Thousand ($34,000.00) Dollars owed to the First National Bank of Shelbyville, Tennessee. Mr. Coltharp agrees that he will immediately satisfy or remove the second mortgage obligation owed to the First National Bank of Shelbyville from said property, and that he will likewise attempt to satisfy or to remove the first mortgage obligation owed to First Federal Savings and Loan Association from said property. It is specifically agreed that in the event Mr. Coltharp is unable to satisfy or remove the first mortgage obligation immediately, he will assume responsibility for maintaining the monthly mortgage payments so that said obligation will be maintained on a current status, and he specifically agrees to hold Mrs. Coltharp harmless

from any loss she may incur as a result of his failure to satisfy said obligation or to maintain payments on said obligation. That additionally, he specifically agrees that in the event Mrs. Coltharp should sell said real estate at some future point in time, he will immediately satisfy any balance owed on the first mortgage obligation. Further, Mr. Coltharp agrees to execute a Quitclaim Deed divesting his interest in said real estate to Mrs. Coltharp.

5. Mr. Coltharp agrees to relinquish to Mrs. Coltharp all his right, title and interest in approximately 2.910 acres of real estate owned by the parties, said real estate being located on Murray Lane in Williamson County, Tennessee, and being more particularly described in Book 243, Page 332, Register's Office of Williamson County, Tennessee. Mrs. Coltharp agrees to assume sole responsibility for the outstanding mortgage obligation owed on said property to First American National Bank, said obligation being in the approximate amount of Ten Thousand ($10,000.00) Dollars. Further, Mrs. Coltharp agrees to hold Mr. Coltharp harmless from any loss he may incur as a result of her failure to maintain payments on said obligation. Further, Mr. Coltharp agrees to execute a Quitclaim Deed divesting his interest in said real estate to Mrs. Coltharp.

6. Mrs. Coltharp agrees to relinquish to Mr. Coltharp all her right, title and interest in a house and lot owned by the parties located at 504 Overcrest Drive in Nashville, Tennessee, said real estate being more particularly described in Book _____, Page _____, Register's Office of Davidson County, Tennessee. Mr. Coltharp agrees to assume sole responsibility for an outstanding mortgage obligation owed on said real estate with the Lomas and Nettleton Mortgage Company, and he agrees to hold Mrs. Coltharp harmless from any loss she may incur as a result of his failure to maintain payments on said obligation. Further, Mrs. Coltharp

agrees to execute a Quitclaim Deed divesting her interest in said real estate to Mr. Coltharp.

7. Mrs. Coltharp agrees to relinquish to Mr. Coltharp all her right, title and interest in an apartment complex known as the Windycrest Apartments located at 517 Veritas Avenue in Nashville, Tennessee, said real estate being more particularly described in Book 5191, Page 997, Regis er's Office of Davidson County, Tennessee. Mr. Coltharp agrees to assume sole responsibility for all outstanding mortgage obligations and liens owed on said real estate, and he agrees to hold Mrs. Coltharp harmless from any loss she may incur as a result of his failure to maintain payments on any of said obligations. Further, Mrs. Coltharp agrees to execute a Quitclaim Deed divesting her interest in said real estate to Mr. Coltharp.

8. Mrs. Coltharp agrees to relinquish to Mr. Coltharp all her right, title and interest in a business lot located in Shelbyville, Tennessee, said real estate being more particularly described in Book _____, Page _____, Register's Office of Bedford County, Tennessee. Mr. Coltharp agrees to assume sole responsibility for the outstanding mortgage obligation in the approximate amount of Thirty-Two Thousand ($32,000.00) Dollars owed to the previous owners of said real estate, and he agrees to hold Mrs. Coltharp harmless from any loss she may incur as a result of his failure to maintain payments on said obligation. Further, Mrs. Coltharp agrees to execute a Quitclaim Deed divesting her interest in said real estate to Mr. Coltharp.

9. Mrs. Coltharp agrees to relinquish to Mr. Coltharp any right, title or interest she may have in Coltharp Oldsmobile, Inc. and to any real or personal property, tangible or intangible, which may be owned by said Corporation. Mr. Coltharp agrees to assume sole responsibility for any indebtednesses owed by said Corporation and on which Mrs. Coltharp may be obligated, by

guaranty or otherwise, and he agrees to hold Mrs. Coltharp harmless from any losses she may incur as a result of his failure to maintain payments on said obligation. Further, in the event such should be necessary, Mrs. Coltharp agrees to execute a Quitclaim Deed divesting any interest she may have in the real estate on which said business is located to Coltharp Oldsmobile, Inc. and/or Mr. Coltharp.

10. Mr. Coltharp agrees to allow Mrs. Coltharp to retain all items of furniture, appliances and household furnishings located on the premises she is retaining on Murray Lane in Brentwood, Tennessee, with the exception of two (2) antique (Lamp & Pedestal) items, ~~Bronze Bust, Settee and Antique Desk~~ which have been designated for Mr. Coltharp and with the exception of such additional items of personal property belonging individually to Mr. Coltharp which Mrs. Coltharp may allow him to retain. Additionally, Mr. Coltharp agrees to allow Mrs. Coltharp to retain free and clear of any encumbrance a new 1979 Oldsmobile Cutlass automobile and all lawn mowing equipment located at the residence of the parties. Mr. Coltharp agrees to execute such documents of title as may be necessary to transfer proper title to said vehicle to Mrs. Coltharp. Mr. Coltharp shall be allowed to retain all other items of household furnishings located elsewhere together with any additional vehicles and items of personal property presently in his possession.

11. The parties mutually agree that they presently owe Internal Revenue Service the approximate sum of Seventeen Thousand ($17,000.00) Dollars for a tax arrearage, said obligation being secured by a Lien issued by Internal Revenue Service. Mr. Coltharp agrees to assume sole responsibility for paying said obligation, and he agrees to hold Mrs. Coltharp harmless from any loss she may incur as a result of his failure to satisfy said obligation.

12. Each of the parties hereto agree to be individually responsible for attorneys' fees they have incurred in prosecuting

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this cause, and Mr. Coltharp agrees to pay the Court costs incurred in this cause.

It is understood and agreed that these presents contain the entire agreement between the parties hereto and that this agreement or pertinent portions thereof may be incorporated in Decree form should the Court see fit to decree a divorce between the parties.

Nothing herein is intended, nor shall be construed, as infringing upon the prerogative of the Court having jurisdiction of this cause; the sole and only purpose of this agreement being the mutual desire of the parties to make an advantageous disposition of their jointly owned personalty and to make suitable and adequate provision for their minor child.

IN WITNESS WHEREOF, the parties have hereto set their hands on the day and date first above written, each retaining a copy hereof, the receipt of which is hereby acknowledged.

Daniel D. Finch
Attorney for Complainant
and Counter-Defendant

Will Ed Coltharp
Complainant and
Counter-Defendant

Dave A. Alexander
Attorney for Defendant
and Counter-Claimant

Sue Jones Coltharp
Defendant
and Counter-Claimant

73951

IDENTIF. REFERENCE

OCT 13 2 19 PM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

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I, JOE HERBERT, CLERK OF CIRCUIT COURT, WILLIAMSON COUNTY DO HEREBY CERTIFY THE FOREGOING BE A TRUE AND PERFECT COPY OF THE ORIGINAL INSTRUMENT ON FILE IN THIS CASE Coltharp vs Coltharp

BOOK ____ PAGE ____

IN TESTIMONY THEREOF I HEREUNTO SET MY SEAL OF THE COURT AT OFFICE IN FRANKLIN

THIS 26th DAY OF September 1989

Joe Herbert CLERK