RECORD & RETURN TO:
WATTS, UNDERWOOD & RUBENFELD, ATTORNEYS
2000 Richard Jones Road Suite 150
Nashville, Tennessee 37215

388/1647
83-5-406
72-6-338
72-14-230
86-6-136

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 7976 PAGE 386

CYNTHIA SMITH EVANS (n/k/a Spurlock)
Plaintiff,

vs.

JAMES GORDON EVANS
Defendant.

NO. 87D-2347

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 21st day of September, 1987, before the Honorable James R. Everett, Jr., Judge of the Probate Court for Davidson County, Tennessee, upon the original complaint of the Plaintiff, testimony of the plaintiff and the entire record in this cause from all of which it appears to the Court and the Court finds as follows:

The differences between the parties have become irreconcilable and a divorce should be granted to the parties on the ground of irreconcilable differences.

The parties hereto have entered into a written Property Settlement Agreement which the Court finds to be a just and equitable settlement of the property rights of the parties.

Plaintiff's address is 1414 Stratton Avenue, Nashville, Tennessee 37206.

Defendant's address is 204 Manchester Avenue, Nashville, Tennessee 37206.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff, Cynthia Smith Evans, have and is hereby awarded an absolute divorce from the Defendant, James Gordon Evans, and the bonds of matrimony heretofore existing and subsisting between the Plaintiff and Defendant are hereby held for naught and Plaintiff is hereby restored to all the rights and privileges of an unmarried person.

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IDENTIF. TREFERENCE

The parties have entered into a written Property Settlement Agreement which the Court finds to be a just and equitable settlement of the property rights of the parties, and that said Agreement is made a part of this Decree of the Court, said Agreement which is as follows:

IN THE FOURTH CIRCUIT FOR DAVIDSON COUNTY, TENNESSEE

CYNTHIA SMITH EVANS)
Plaintiff,)
vs.) NO. 87D2347
JAMES GORDON EVANS)
Defendant.)

PROBATE

PROPERTY SETTLEMENT AGREEMENT

This Agreement executed on the 1st day of July, 1987, between Cynthia Smith Evans, hereinafter referred to as "Wife" and James Gordon Evans, hereinafter referred to as "Husband".

W I T N E S S E T H:

WHEREAS, there is now pending in the Circuit Court for Davidson County, Tennessee, a suit for divorce styled Cynthia Smith Evans vs. James Gordon Evans, Docket No. 87D2347, and;

WHEREAS, the parties desire, in the event a divorce is granted to either of them by a court of competent jurisdiction, and insofar as they are able to do so to settle certain property rights between themselves;

WHEREAS, for the consideration herein set forth, the parties hereby enter into this Property Settlement Agreement on the date first above written to settle all disputes with respect to certain property rights and it is specifically understood and agreed by the parties, and they have been so advised, that any property settlement entered into between them is made subject to the approval and ratification of the Court, and if so approved the same may be within the final decree of divorce;

THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties do agree as follows:

Credit. Parties hereto agree that neither party shall

charge or cause to be charged to the other party any purchases which either of them may make after this agreement is entered into and shall not create any engagements or obligations in the name of or against the other nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges, the party making those charges shall be responsible for the payment of those unrevealed charges.

Husband and Wife further agree that Commerce Union Bank Master Card #4126-016-590-233 and First American National Bank #5247-0030-0060-9178 will belong to Husband and any charges on said cards after the date of separation will be the sole responsibility of Husband; First American National Bank Visa #4439-0130-0101-6977 will belong to Wife and any charges on said card after the date of separation will be the sole responsibility of Wife.

Waiver. The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title and interest, consummate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise, including marital, insurance, contractual and all other rights by way of dower, homestead, exemption, alimony or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions or causes of action, except as to the obligations imposed by this instrument or by the court's decree, this being intended as full, final and complete settlement of the property, marital and other rights of the parties hereto.

Both parties waive any separate and distinct claim to the retirement and pension benefit of the other party except as set out by this agreement herein, although they have been advised of their rights regarding pensions and retirement benefits.

Entire Agreement. This agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein and each party enters into this contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character and value of the other's estate. The law of the state of Tennessee shall govern this agreement in all respects.

Prior Tax Liabilities. If in any connection with any joint Federal Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by either or both the parties depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties (and if so, to what extent), or out of a joint income or deduction. Husband and Wife each represents and warrants to the other that all Federal Income Tax Returns during the marriage are, in all respects, true, correct and complete and fully and accurately reflect income and deduction for those years.

Necessary Documents. Each party at the request of the other will execute and deliver all documents which may be reasonably necessary to give full effect to this agreement.

Voluntary Execution. Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information including tax consequences. In some instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this agreement. Each party acknowledges that no representations of any kind have been made to him or her as an inducement to enter into this agreement, other than the representations set forth herein.

Personalty. The parties have divided between themselves the furniture, furnishings and personal belongings that were acquired during the marriage and each party makes no claim to any property

in the possession of the other party, except for the following items which are in the possession of Wife and are being held in storage for the benefit of Husband:

- Books which belong to Husband
- Mantle Clock
- School-house Clock
- Set of maple twin beds
- Maple desk and chair
- Rowing/exercise machine
- Washer & Dryer
- Upright Piano

Automobiles. The Husband shall be awarded the 1979 Ford Granada and the 1979 Dodge Van, and agrees to assume all indebtedness and encumbrances against said automobiles. The Wife shall be awarded the 1984 Mercury Grand Marquis and agrees to assume all indebtedness and encumbrances against said automobile.

Bank Accounts. It is further agreed between the parties that Wife agrees to convey to Husband any and all interest she has in the Account #_____ located at Commerce Union Bank in the approximate amount of $1,500.00 in the name of James Gordon Evans. Husband agrees to convey to Wife any and all interest he has in the Account #1505149 located at First Tennessee Bank in the approximate amount of $11,000.00 in the name of Cynthia S. Evans and James G. Evans.

Real Estate. Husband agrees to convey and by signing this document does convey to Wife any and all interests in the property at 1414 Stratton Avenue, Nashville, Tennessee 37207, more particularly described as follows:

> The easterly 90 feet of Lot 5 on the Subdivision of the C. F. Ordway Homeplace as recorded in Book 57, page 88 of the Davidson County Register's Office.
> This being the same property conveyed to the parties from Stanford M. Crews and Linda Crews by Warranty Deed of record in Book 5656, page 574, Register's Office for Davidson County, Tennessee.

Husband further agrees to execute and deliver to Wife any and all deeds and instruments necessary to convey title of said real estate to Wife. Wife agrees to assume liability for the debt on the property. Wife further agrees that if the property is sold, Husband will receive one-half (1/2) of the net profit up to a maximum of $25,000.00. "Net Profit" for the purposes of this Agreement will be defined as: Sales Price less cost of renovations and repairs made after the date of separation, debts and encumbrances(if any) and the cost(s) of sale.

Husband agrees to convey and by signing this document does convey to Wife any and all interests in the property at 1220 Kenmore, Nashville, Tennessee 37216, more particularly described as follows:

Lot 79 of Kenmore Place.

This being the same property conveyed to the parties from Bresee D. Stovall and Mildred D. Stovall by Warranty Deed of record in Book 6620, page 806, Register's Office for Davidson County, Tennessee.

Husband further agrees to execute and deliver to Wife any and all deeds and instruments necessary to convey title of said real estate to Wife. Wife agrees to assume liability for the debt on the property. Wife further agrees that if the property is sold, Husband will receive one-half (1/2) of the net profit up to a maximum of $4,500.00.

Husband agrees to convey and by signing this document does convey to Wife any and all interests in the property at 1531 East Douglas, Nashville, Tennessee 37206, more particularly described as follows:

Lot No. 62 on the Plan of Dr. E. T. Brown's Subdivision.

This being the same property conveyed to the parties from Gary G. Rasmussen and wife, Pamela P. Rasmussen and Ellen M. Rasmussen by Warranty Deed of record in Book 6141, page 79, Register's Office for Davidson County, Tennessee.

Husband further agrees to execute and deliver to Wife any and all deeds and instruments necessary to convey title of said real es-

tate to Wife. Wife agrees to assume liability for the debt on the property. Wife further agrees that if the property is sold, Husband will receive one-half (1/2) of the net profit up to a maximum of $7,500.00.

Wife agrees to convey and by signing this document does convey to Husband any and all interests in the property at 204 Manchester Avenue, Nashville, Tennessee 37206, more particularly described as follows:

> Lot 30 of Beaumont Place.
>
> This being the same property conveyed to the parties from Fred Hibbert by Warranty Deed of record in Book 6961, page 81, Register's Office for Davidson County, Tennessee.

Wife further agrees to execute and deliver to Husband any and all deeds and instruments necessary to convey title of said real estate to Husband. Husband agrees to assume liability for the debt on the property.

The parties own two (2) unimproved lots in Sevierville, Tennessee more particularly described as follows:

> Map 107P, parcel 01400 and parcel 01300, Silver Poplar Lane, Sky Harbor, Section D
>
> This being the same property conveyed to the parties from Sevier County Chancery Court by Warranty Deed of record in Book ____, page ___, Register's Office for Sevier County, Tennessee.

The parties agree that title to Lot #709A will vest in Husband and title to Lot #710A will vest in Wife. Husband and Wife further agree to execute and deliver to the other any and all deeds and instruments necessary to vest title in the other. Each agrees to assume liability for the debt on their respective lot.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

James Gordon Evans
JAMES GORDON EVANS, HUSBAND

Cynthia Smith Evans
CYNTHIA SMITH EVANS, WIFE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 1st day of July, 1987, personally appeared JAMES GORDON EVANS, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as and for his free act and deed.

Tammy K. Holley
Notary Public

My Commission Expires: 11-12-90

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 1st day of July, 1987, personally appeared CYNTHIA SMITH EVANS, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as and for her free act and deed.

Tammy K. Holley
Notary Public

My Commission Expires: 11-12-90

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It is further ORDERED, ADJUDGED and DECREED that the costs of this cause shall be, and are hereby, taxed against the Plaintiff.

It is finally ORDERED, ADJUDGED and DECREED by the Court that execution may issue to enforce any of the provisions of this Decree.

Enter this 21 day of September, 1987.

JUDGE

APPROVED:

MITCHELL A. WATTS
Attorney for Plaintiff
Suite 150
2000 Richard Jones Road
Nashville, TN 37215

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Decree has been mailed to Mr. James Gordon Evans, 204 Manchester Avenue, Nashville, Tennessee 37206, this the 21st day of SEPTEMBER, 1987.

Mitchell A. Watts

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* 22nd *day of* September, *19* 87, *in Case Number* 87D-2347 *between* Cynthia Evans *Plaintiff, and* James Evans *Defendant, as same remains of record in Book* 38B, *Page* 1647 *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* 31st *day of* October *in the year one thousand nine hundred and* eighty-nine *and in the* 214th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Lanaford *D.C.*

Form #GR-117