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OCT 4 1988

GEORGE L. ROOKER, Clerk
By K Langford Deputy

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JAMES O'DONNELL SMITH,
Husband,

VS.

ROBBIE SUE MASSEY SMITH,
Wife.

BOOK 8021 PAGE 980

NO. 87D-1224

JAN 9 5 53 AM '90
DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

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FINAL DECREE

This cause came on to be heard this 4th day of October, 1988, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, on the complaint for absolute divorce filed by the husband, answer and counter-petition for separate maintenance filed by the wife having been withdrawn, signed and notarized marital dissolution agreement having been filed with the Court, testimony of the husband, statement of counsel for the husband, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage, and a divorce should be granted.

It is, therefore, ORDERED, ADJUDGED, and DECREED that the husband, James O'Donnell Smith, be and hereby is awarded an absolute divorce from the wife, Robbie Sue Massey Smith, on the grounds of irreconcilable differences, T.C.A § 36-4-103, and both parties are hereby restored to all the rights and privileges of unmarried persons.

Pursuant to T.C.A § 36-4-103(b), 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; and further, that they have made adequate and sufficient provision for the custody and support of the disabled son of the parties. The Court hereby approves the marital dissolution agreement, and the same is hereby incorporated in words and figures as follows:

MARITAL DISSOLUTION AGREEMENT

This Agreement entered into this 15th day of August, 1988 by and between James O'Donnell Smith, hereinafter referred to as "Husband" and Robbie Sue Massey Smith, hereinafter referred to as "Wife";

WITNESSETH:

WHEREAS, certain difficulties have arisen between the parties which appear to be irreconcilable and there is now pending in the Fourth Circuit Court for Davidson County, Tennessee, a suit for divorce between the parties, being James O'Donnell Smith vs. Robbie Sue Massey Smith, bearing Docket No. 87D-1224; and

WHEREAS, the parties desire to agree upon and fix their rights and duties, respecting their respective estates, custody of the twenty-four (24) year old son of the parties and his support, and any and all matters concerning their respective rights and duties by reason of the marital relationship.

NOW, therefore, in settlement, adjustment and compromise of all property rights, and questions and all matters arising by reason of the marital relationship and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

1. DIVORCE: The Husband shall proceed to Court and attempt to obtain an Absolute Divorce on the grounds of Irreconcilable Differences.

2. PERSONAL PROPERTY: The Husband shall keep as his sole and separate property all items of personal property now in his possession. The Wife shall keep as her sole and separate property all items of personal property now in her possession.

3. REAL PROPERTY: The Wife shall receive all of the Husband's right, title and interest in and to the real property located at 216 Hickory Forge Drive in Nashville, Davidson County, Tennessee, and she shall assume all indebtedness owed thereon.

The Husband shall receive all of the Wife's right, title and interest in and to the real property located at 214 Lucky Drive in Nashville, Davidson County, Tennessee, and he shall assume all indebtedness owed thereon.

4. CUSTODY: The parties shall have joint custody of Keith O. Smith, who is presently twenty-four years of age but is permanently disabled and unable to be self-supporting. The son shall visit with the father on Monday through Friday of each week and shall visit with the mother on weekends.

5. SUPPORT: For the support of Keith O. Smith, the Husband shall pay to the Wife the sum of $20.00 each and every Friday. If there is some extraordinary expense for this son of the parties, the Wife will make some contribution for this extraordinary expense. The Husband shall be responsible for the payment of all other expenses for Keith O. Smith including but not limited to any medical, dental, orthodontic, eye care. The Husband shall continue to maintain health insurance coverage for this son.

6. ALIMONY: The Husband shall pay directly to the Wife the sum of $50.00 a month as alimony until Wife's death, and this is being done to preserve the Wife's right to alimony and she will have the opportunity to come back into Court at such time as she retires or in the event that she is unable to maintain herself following the entry of the Final Decree of Divorce.

7. INSURANCE: The Husband currently has three life insurance policies with American General Insurance Company. With policy #06003082 in the amount of $10,000.00, the Husband agrees to name the Wife as sole beneficiary. The second policy [redacted]-7710 in the amount of $19,200.00, the Husband agrees that he will place in trust for the son, Keith O. Smith. The third policy in the amount of $60,000.00 which the Husband can only collect in the event of his death prior to the age of 65, the Husband agrees that one-fourth of any benefit shall be paid to Wife, one-fourth to the daughter of the parties, Candace Johnson, one-fourth to the daughter, Tara Goon, and one-fourth to the trust for Keith O. Smith and the Husband agrees to name the above as beneficiaries.

8. STOCK: The Husband has forty-seven shares of American General stock and this shall be his sole and separate property and the Wife agrees to sign any documents necessary to transfer this to the Husband.

9. COURT COSTS: The parties shall divide equally all court costs incurred in connection with the divorce proceedings.

10. MISCELLANEOUS: The parties agree that each will sign any deeds or documents necessary to comply with the terms of this Agreement. In the event it becomes necessary to enforce this Agreement

against either party, then the party who is successful in enforcing the terms of the Agreement shall be reimbursed for their reasonable attorneys' fees incurred.

The parties hereto agree and acknowledge that this Agreement is entered into by each of them with full knowledge on the part of each of them of the extent and probable value of all property and estate of the parties jointly and personally, and each of the parties hereby forever releases and surrenders all of his or her right, title and interest, marital or otherwise, in and to all of the estate whether real, personal, intangible or mixed, now owned or hereinafter acquired of or by the other party, except as he or she may be bound by the promises and covenants contained in this Agreement. The parties further agree that this Agreement, subject to Court approval, shall be incorporated in and made a part of any Decree of Divorce which may be entered hereafter.

IN WITNESS WHEREOF, the parties have hereunto set their signatures on the 26th day of August, 1988 as to the Husband, and the 15th day of August, 1988 as to the Wife.

James O. Smith
HUSBAND

Sue M. Smith
WIFE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for said State and County, the within named JAMES O'DONNELL SMITH, who made oath that he executed the foregoing Agreement for the purposes contained therein.

WITNESS my hand and official Seal at Nashville, Tennessee, this 26th day of August, 1988.

NOTARY PUBLIC

My Commission Expires: 5-20-92

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for said State and County, the within named ROBBIE SUE MASSEY SMITH, who made oath that whe executed the foregoing Agreement for the purposes contained therein.

WITNESS my hand and official Seal at Nashville, Tennessee, this 15 day of August, 1988.

NOTARY PUBLIC

My Commission Expires: 5-13-89

It is ORDERED, ADJUDGED, and DECREED that all provisions of said marital dissolution agreement are hereby approved and made the judgment of the Court.

It is further ORDERED, ADJUDGED, and DECREED that all of the husband's right, title, and interest in and to the real property located at 216 Hickory Forge Drive in Nashville, Davidson County, Tennessee, shall be divested out of the husband, James O'Donnell Smith, and shall be vested in the wife, Robbie Sue Massey Smith, in fee simple absolute, and she shall assume all indebtedness owed thereon. Said property is more particularly described as follows:

Map & Parcel #
163-11-A-17

> Being Lot No. 17 on the Plan of Second Revision, Section Two, Bell Forge Village, of record in Book 5200, page 695, Register's Office for Davidson County, Tennessee, to which plan reference is here made for a more complete and accurate description of said lot, said description being incorporated herein as fully as if copied herein verbatim.
>
> Being the same property conveyed to Sue M. Smith by deed from Bell Forge Village Associates, a Tennessee Joint Venture, by and between Pathview, Inc., a Tennessee corporation, and JNF Construction, Inc., a Tennessee corporation, by deed of record in Book 6346, page 588, Register's Office for Davidson County, Tennessee.
>
> Sue M. Smith and Robbie Sue Massey Smith are one and the same person.

It is further ORDERED, ADJUDGED, and DECREED that all of the wife's right, title, and interest in and to the real property located at 214 Lucky Drive in Nashville, Davidson County, Tennessee, be divested out of the wife, Robbie Sue Massey Smith, and be vested in the husband, James O'Donnell Smith, in fee simple absolute, and he shall be solely responsible for all indebtedness owed thereon. Said property is more particularly described as follows:

Map & Parcel #
148-1-37

> Being Lot 217 on the Plan of Hillbrook Subdivision, Section 11, a plan of which is of record in Book 3300, page 12, Register's Office for said County.
>
> Said Lot 217 fronts 74 feet on the north side of Lucky Drive and extends back 179.1 feet on the west line and 164 feet on the east line to a dead line in the rear on which it measures 77 feet.

Being the same property conveyed to James O. Smith and wife, Sue M. Smith, by deed from Randall Phillips Builders, Inc., a Tennessee Corporation, of record in Book 3342, page 499, Register's Office for said County.

James O'Donnell Smith and James O. Smith are one and the same person. Robbie Sue Massey Smith and Sue M. Smith are one and the same person.

It is further ORDERED, ADJUDGED, and DECREED that the answer filed by the wife be and hereby is withdrawn, and the petition for separate maintenance be and hereby is dismissed.

The Court costs shall be divided equally in this cause for all of which execution may issue, if necessary.

ENTER this 4th day of October, 1988.

JUDGE

APPROVED FOR ENTRY:

Mail

L. R. DeMARCO #2652
Attorney for Husband
Suite 306, 315 Union Street
Nashville, TN 37201-1476
(615) 256-6681

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to Ms. Rose Palermo, Attorney for Wife, 43 Music Square, West, Nashville, TN 37203, this 4th day of October, 1988.

L. R. DeMARCO

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* ~~fourth~~ *day of* October, *19* 88, *in Case Number* 87D-1224 *between* James O'Donnell Smith *Plaintiff, and* Robbie Sue Massey Smith *Defendant, as same remains of record in Book* 173A, *Page* 442A *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* ninth *day of* January *in the year one thousand nine hundred and* ninety *and in the* 214th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By [signature] *D.C.*

Form #GR-117