IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE

AT FRANKLIN

RECORDED 8-25-89
WILLIAMSON CO. REG. BK. 79 PG. 546-549
JOHN C. JORDAN, CLERK & MASTER

VICKIE ALLIEEN TIDWELL,

Plaintiff,

vs.,

ROY LEE TIDWELL,

Defendant.

No. 18267

MAP 91-2 - Par 263
" 181 - Par 178
Ts

FINAL DECREE

This cause came on to be heard on the 29th day of August, 1989, before the Honorable Henry Denmark Bell, Judge, upon the Property Settlement Agreement set out below and upon the entire record in this cause, from all of which the Court finds that the Plaintiff, Vickie Allieen Tidwell, currently resides at 7387 Nolensville Road, Nolensville, Williamson County, Tennessee, 37135, and the Defendant, Roy Lee Tidwell, currently resides at Route 1, Box 254-E, Nolensville, Williamson County, Tennessee 37135. Further the Court finds that the parties 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 Plaintiff 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 hereto have entered into a Child Custody and Marital Dissolution Agreement in words and figures as follows:

> WHEREAS, the parties have encountered marital difficulties which are apparently irreconcilable; and,
>
> WHEREAS, an action for absolute divorce between the parties is pending in the Chancery Court of Williamson County, Tennessee; and,
>
> NOW, THEREFORE, for good and sufficient consideration, the parties hereto mutually agree as follows:
>
> (1.) The parties agree that the Husband shall receive exclusive custody and control of the minor child of the parties more specifically, Travis Tidwell. The Wife shall have reasonable visitation rights.

(2.) The parties agree that the Wife shall pay to Husband Twenty-Five ($25.00) Dollars per week as child support for the parties minor child.

(3.) The parties agree that the Husband shall receive the living room suite, the dining room suite, the cherry bedroom suite, Travis's two beds, one-half (1/2) the miscellaneous decorative items, the above-ground pool, and the satellite dish.

(4.) The parties agree that the Wife shall receive the den furniture, the washer and dryer, the stove and refrigerator, and one-half (1/2) the miscellaneous decorative items.

(5.) The parties agree that the Wife shall receive the real property located at 5604 New York Avenue, a duplex, and shall assume all responsibility on the property and hold Husband harmless from any debts.

(6.) The parties agree that the Wife shall receive the real property located at 6250 Pettus Road and shall assume all responsibility on the property and hold Husband harmless from any debts.

(7.) The parties agree that the Husband shall receive the real property located at Nelson Drive and shall assume all responsibility on the property and hold Wife harmless from any debts.

(8.) The parties agree that the Husband shall receive the real property located at 154 Gambile Lane and shall assume all responsibility on the property and hold Wife harmless from any debts.

(9.) The parties agree that their home located at 7387 Nolensville Road shall be sold with one-half (1/2) of the net proceeds to be equally divided among the parties.

(10.) The parties agree that the Husband shall receive the 1978 Mercury automobile, the 1978 Lincoln, the 1971 Dodge pick-up truck, and the 1973 Ranger pick-up truck and will hold Wife harmless from any debts on such automobiles.

(11.) The parties agree that the Wife shall receive the 1982 Lincoln Continental automobile, the 1971 Ford pick-up truck, and the 1968 Chevy pick-up truck and will hold Husband harmless from any debts on such automobiles.

(12.) The parties agree that the Wife shall receive the money in their joint savings account in the amount of Two Thousand Three Hundred ($2,300.00) Dollars.

(13.) The parties agree that each will retain one burial lot with the third being available for their minor child, Travis Tidwell.

(14.) The parties agree that neither shall contract any indebtedness on the credit of the other from and after the date of the execution of this agreement.

(15.) In the event a creditor of either party seeks to compel the other party to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this agreement, the party against whom such claim is made shall be entitled to recover from the other party the amount of any payment he or she makes, including interest, and any expenses incurred in

defending the creditor's claim, including reasonable attorney's fees.

(16.) It is understood and agreed between the parties that this agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions of this agreement and their legal effect are fully known to each of the parties, and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily.

(17.) This agreement contains the entire understanding of the parties. There are no representations, warranties, or promises other than those expressly set forth herein.

Executed on the day and date first above written.

/s/ Gary Lewis Dobbs
GARY LEWIS DOBBS
Attorney for Plaintiff
Public Square
Franklin, Tennessee 37064
(615) 794-1234

/s/ Vickie Allieen Tidwell
VICKIE ALLIEEN TIDWELL
Plaintiff

/s/ James D. Petersen
JAMES D. PETERSEN
Attorney for Defendant
306 Court Square
Franklin, Tennessee 37064
(615) 794-8850

/s/ Roy Lee Tidwell
ROY LEE TIDWELL
Defendant

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

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

Witness my hand and official seal at Franklin, Tennessee, this 15th day of August, 1989.

/s/ Gary L. Dobbs
NOTARY PUBLIC

My Commission Expires: 5/26/91

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Roy Lee Tidwell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Franklin, Tennessee, this 25th day of July, 1989.

/s/ Sarah E. Beaty
NOTARY PUBLIC

My Commission Expires: March 25, 1990

The Court finds the Property Settlement Agreement entered into by the parties to be fair and equitable and the agreement is hereby ratified and affirmed in full.

The Plaintiff has paid the initial deposit for court costs in this cause and the Defendant will pay any remaining costs.

Entered this 24th day of Aug, 1989.

Judge

APPROVED FOR ENTRY:

PETERSEN & BUERGER

JAMES D. PETERSEN
Attorney for Defendant

GARY LEWIS DOBBS
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree has been mailed, postage pre-paid, to Mr. James D. Petersen, 306 Court Square, Franklin, Tennessee 37064, and Mr. Gary Lewis Dobbs, Public Square, Franklin, Tennessee 37064, this the 30th day of August, 1989.

CHANCERY COURT CLERK

CHANCERY CO
STATE OF TENNESSEE
WILLIAMSON COUNTY
I, THE UNDERSIGNED CLERK & MASTER, DO HEREBY CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL OF THIS INSTRUMENT FILED IN THIS CAUSE.
JANICE W. JORDAN, Clerk & Master

MB 2574 pg. 546-549

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IDENTIFICATION REFERENCE

JAN 9 2 22 PM '90

DAVIDSON COUNTY, TN.

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