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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KAREN DENISE WILLIAMS)
)
)
V.) NO. 87D-3757
)
)
THOMAS WALTER WILLIAMS)

BOOK 8063 PAGE 571

FINAL DECREE

This cause came on to be heard on January 9, 1989, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original complaint filed by the plaintiff/wife, the answer and counter-complaint being dismissed in open Court, the marital dissolution agreement entered into by and between the parties in Court, statement of counsel, and the entire record in this cause, from all of which the Court was of the opinion that the allegation contained in the original complaint was fully sustained, that is that such irreconcilable differences exist between the plaintiff and defendant which make a reconciliation impossible.

It is therefore, ORDERED, ADJUDGED and DECREED by the Court that the plaintiff/wife be, and she is hereby granted an absolute divorce from the defendant/husband and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court that the marital dissolution agreement entered into by and between the parties in open Court which the Court found to be a fair and equitable settlement of all property rights existing between the plaintiff and defendant, and which makes adequate and sufficient provision for the maintenance and support of the minor child of the parties, is approved. Said marital dissolution agreement is ordered incorporated into this final decree and made a part hereof. Said marital dissolution agreement is in words and figures as follows:

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...CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KAREN DENISE WILLIAMS)
Plaintiff)
)
)
V.) NO. 87D-3757
)
)
THOMAS WALTER WILLIAMS)

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into by and between KAREN DENISE WILLIAMS, hereinafter referred to as wife, and THOMAS WALTER WILLIAMS, hereinafter referred to as husband, this _____ day of January, 1989.

W I T N E S S E T H:

WHEREAS, the parties are experiencing marital difficulties and a complaint for absolute divorce has been filed by the wife in the Fourth Circuit Court for Davidson County, Tennessee, styled KAREN DENISE WILLIAMS V. THOMAS WALTER WILLIAMS, under docket number 87D-3757, and

WHEREAS, the parties have experienced such irreconciable differences in their marriage which made a reconciliation impossible, and

WHEREAS, the partaies desire to enter into this marital dissolution agreement, which agreement they consider to be a fair and equitable settlement of all property rights existing between them, and

WHEREAS, the parties desire that the Court approve this marital dissolution agreement, and that the same be made a part of any final decree of divorce entered in this cause, and

WHEREAS, both parties are aware of their legal rights insofar as any contemplated court action, and have been adivsed by counsel.

NOW, THEREFORE, for and in consideration of the premises hereinabove stated, and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. That the wife will have the absolute care, custody and control of the minor child of the parties.

2. The husband will pay to the wife the sum of $50.00 per week as child support for the minor child.

3. That the wife will be awarded the following items of personal property as her sole and separate property and the husband relinquishes any right, title or interest that he may have in the same.

One-half of the dishes, and linens
Dining room table and six chairs and hutch
Washer and dryer
Electrolux
All other items of personalty she presently has in possession.

4. That whatever right, title or interest that the husband has or may have in the 1976 Datsun and the 1979 Riveria automobiles be divested out of him and vested in the wife as her sole and separate property.

5. The husband will be awarded the following items of personalty as his sole and separate property, and the wife hereby relinquishes any right, title or interest she may have in the same.

One half of the dishes and linens
Boat
Motorcycle
Camper
Truck
Tractor
The balance of the personal property which he has in his possession.

6. That whatever right, title or interest that the wife has or may have in the 1979 Chervolet Blazer be divested out of her and vested in the husband as his sole and separate property.

7. That whatever right, title or interest that the husband has or may have in the hereinafter described real estate of the parties be divested out of him and vested in the wife as her sole and separate property.

LAND in Davidson County, Tennessee, being Lot No. 60 on the Plan of Shadybrook, Section III, as of record in Book 3106, page 151, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

BEING the same property conveyed to Thomas W. Williams and wife, Karen D. Williams, by deed from Ollie G. Hartman, by Ollie Paul Hartman, Attorney in Fact, pursuant to a power of attorney of record in Book 5268, page 547, Register's Office for Davidson County, Tennessee, of record in Book 5287, page 300, Register's Office for Davidson County, Tennessee.

8. That whatever right, title or interest that the wife has or may have in the hereinafter described real estate be divested out of her and vested in the husband as his sole and separate property.

BEING land in the 25th Civil District of Wilson County Tennessee, shown as Tract No. 1 and Tract No. 2 on the Plat of Lane Estates, of record in Plat Book 16, Page 538, Register's Office for Wilson County, Tennessee, and further described as follows:

TRACT NO. 1:

BEGINNING at a point on the margin of Carver's Lane, and then South 82 deg. 37' East 228.12 feet to a point. Thence, South 81 deg. 44' East 1,149.14 feet to a point. Thence South 2 deg. 55' East 164,42 feet to a point, also being the rear property line of said tract; thence, North 81 deg. 44' West 1,405.50 feet to a point lying in the margin of Carver's Lane. Thence with said margin, North 4 deg. 52' East 37.50 feet to a point, thence, with said margin 120.32 feet to the point of beginning, containing 5.15 acres more or less.

TRACT NO. 2:

BEGINNING at a point on the margin of Carver's Lane, said point also being the common corner of Tract No. 1 and leaving said margin, South 81 deg. 44' East 1,405.50 feet to a point. Thence, South 2 deg. 45'East 91.61 feet to a point; thence, South 59 deg. 48' West 98.53 feet with an abandoned Lane to a point. Thence, North 81 deg 44' West 1,346.00 feet to a point on the margin of Carver's Lane Thence, with said margin North 8 deg. 08' East 52.00 feet to a point; thence North 4 deg 52' East

109.02 feet to the point of beginning, containing 5.15 acres more or less.

BEING the same property conveyed to Tommy Williams and wife, Karen Williams by deed from Arthur Nelson and wife, Jean Nelson, of record in Book 383, Page 512, Register's Office for Wilson County, Tennessee.

9. The husband will pay one-half of the medical bills on the minor child of the parties, not covered by insurance.

10. The husband will be permitted to remain in the homeplace of the parties until the last day of February, 1989, and he agrees to pay the February mortgage payment. He will cooperate with the real estate agent, maintaining the home in a presentable fashion for showing to prospective purchasers.

11. The husband agrees to pay for the cost of the appraisals on the home of the parties.

12. The wife agrees to pay the court costs in this cause.

13. The parties agree to execute any and all documents necessary to carry out the intent of this agreement.

14. The parties acknowledge that this agreement is intended to be a final settlement of all the property rights existing between them, and is a full discharge from all of the claims arising out of their marital relationship, and that each hereby remises, waives, releases and forever discharges the other from any and all claims arising out of their marital relationship, and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction of the other parties' property, including, without limitation, dower, curtsey, statutory allowance, homestead, right to take against the will of the other, inheritance,

descent and distribution, or right to take as Administrator or Executor of the other's estate; and this Agreement applies to all property now owned by the husband and wife, or any other property either of them may acquire in the future. They further acknowledge that they have read this instrument, and 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 the legal effect are fully know by each of the parties, and each party hereby acknowledges that the Agreement is fair and equitable and is entered into voluntarily.

Karen Denise Williams
KAREN DENISE WILLIAMS

Thomas Walter Williams
THOMAS WALTER WILLIAMS

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named KAREN DENISE WILLIAMS, with whom I am acquainted (or proved herself to be upon satisfactory evidence), and acknowledge that she executed the within instrument for the purposes therein contained.

This 14th day of ~~January~~ February, 1989, at Nashville, Tennessee.

Rosalee M. Leach
Notary Public

My commission expires:

3-11-91

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named THOMAS WALTER WILLIAMS, with whom I am acquainted (or proved himself to be upon satisfactory evidence), and acknowledge that he executed the within instrument for the purposes therein contained.

This 3rd day of ~~January~~ February, 1989, at Nashville, Tennessee.

Julie Rosa
Notary Public

My commission expires:

5-13-89

The addresses of the parties are as follows:

Plaintiff

180 Wallace Rd., Apt. H-22
Nashville, TN 37211

Defendant

908 McCrory Creek Rd.
Nashville, TN 37214

The plaintiff will pay the costs of this cause for which execution may issue, if necessary.

ENTER this 23rd day of ~~January~~ February, 1989.

JUDGE

APPROVED FOR ENTRY:

Howard F. Butler
HOWARD F. BUTLER, Attorney for
plaintiff/wife
12th Fl., First American Ctr.
Nashville, TN 37238-0073

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree was mailed to the Honorable Joel Jordan, Attorney for defendant, P. O. Box 150349, Nashville, TN 37215, this 15 day of ~~January~~ Feb, 1989.

Howard F. Butler

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Mail Karen Suffridge
P.O. 159027
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IDENTIF. T REFERENCE

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DAVIDSON COUNTY TN.

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* 23 *day of* FEBRUARY, *19* 89, *in Case Number* 87D-3757 *between* KAREN DENISE WILLIAMS *Plaintiff, and* THOMAS WALTER WILLIAMS *Defendant, as same remains of record in Book* 176B, *Page* 816 *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* 13th *day of* MARCH *in the year one thousand nine hundred and* NINETY *and in the* TWO HUNDRED & FOURTEEN *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Tonia Alexander *D.C.*

Form #GR-117