145C/2095

Map 73-1
Parcel 177

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CHARLES BOTTS,

Plaintiff,

vs.

CYNTHIA DIANNE BOTTS,

Defendant.

No. 84D-1053

FILED
1985 JUL 11 AM 2:00
GEORGE L. RIDDICK, CLERK
O. Leary D.C.

BOOK 8125 PAGE 216

FINAL DECREE

This cause came on to be heard on the 11th day of July, 1985, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the Complaint for Divorce filed by the Plaintiff. Upon hearing the testimony of Plaintiff, statements of counsel for Plaintiff, and upon the records as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage.

It is, therefore, ORDERED, ADJUDGED and DECREED that the Plaintiff, CHARLES BOTTS, is hereby awarded an Absolute Divorce from the Defendant, CYNTHIA DIANNE BOTTS, on the grounds of Irreconcilable Differences, T.C.A. 36-4-103, and he is hereby restored to all the rights and privileges of an unmarried person.

It is further appears to the Court that there are no children born of this marriage and that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties. The Court hereby approves the Property Settlement Agreement and the same is hereby incorporated in words and figures as follows:

FILED

1985 APR 15 AM 10:02

GEORGE L. ROWLETT, CLERK

D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CHARLES BOTTS,

Plaintiff,

vs.

CYNTHIA DIANE BOTTS,

Defendant.

No. 84D-1053

BOOK 8125 PAGE 217

PROPERTY SETTLEMENT AGREEMENT

This Agreement is made and entered into by and between CHARLES BOTTS, hereinafter called "HUSBAND", and CYNTHIA DIANE BOTTS, hereinafter called, "WIFE".

WHEREAS, certain difficulties have arisen between the parties which have caused them to determine that they can no longer continue their marriage relationship, and it is the desire of both parties finally and for all times to determine and settle their property rights, all rights of support, maintenance, alimony, dower, distributive share, homestead rights, together with all rights existing between the parties growing out of their marital relationship; and

WHEREAS, the HUSBAND has heretofore filed a Bill for Absolute Divorce on the grounds of Irreconcilable Differences in the Fourth Circuit Court for Davidson County, Tennessee, Cause No. 84D-1053, being CHARLES BOTTS vs. CYNTHIA DIANE BOTTS, and that this Agreement will be submitted to the Court for approval and upon approval incorporated into a Final Decree for Divorce;

NOW, THEREFORE, for and in consideration of the mutual promises herein made and acts to be performed, the parties agree as follows:

I.

That the parties purchased a house and lot on March 15, 1984, as tenancies by the entirety. That the property in Davidson County, Tennessee, located at what is commonly known as 2320 Milton Drive, Nashville, Tennessee 37216. That said real estate is more particularly described as follows:

LAND in Davidson County, Tennessee, being Lot No. 63 on the Map of Highland View Subdivision, as of record in Book 1424, page 39, Register's Office for Davidson County, Tennessee.

SAID Lot No. 63 fronts 70 feet on the easterly side of Milton Drive (Warrenton Place) and extends back between parallel lines 150 feet to a lone in the rear.

BEING the same property conveyed to Charles and Cynthia Botts, by deed from Thomas Randoph Smith and wife, Dawn P. Smith, as of record in Book 6252, page 167, Register's Office for Davidson County, Tennessee.

For and in consideration of WIFE'S one-half interest in the parties' home, HUSBAND agrees to pay WIFE the amount of One Thousand Two Hundred Dollars ($1,200.00). Said amount shall be payable in twelve (12) equal monthly installments of One Hundred Dollars ($100.00) each on the first day of each month commencing on the first day of the first month after the entry of the Final Decree for Divorce.

That the parties agree that HUSBAND shall have all right, title, and interest in and to said land in Davidson County, Tennessee real estate. That the parties agree that all WIFE'S right, title, and interest in said Davidson County real estate shall be divested from her and vested exclusively in HUSBAND. WIFE shall upon request of execution of this Agreement shall execute a deed conveying such interest to HUSBAND.

HUSBAND shall hold WIFE harmless from any debt or encumbrances incident to said above-described land, and HUSBAND shall make all future mortgage payments.

II.

WIFE shall receive all right, title, and interest in and to the colored television set, one (1) Queen Ann chair, the VCR, and she will assume the remaining indebtedness thereon and shall hold HUSBAND harmless from any debt or encumbrance incident to said property.

III.

Parties' name that precedes the listing of the debt shall bear the responsibility for payment and hold the other spouse harmless from such debt.

HUSBAND - Associate's Finance in the name of SYLVIA WILLIAMS and CYNTHIA BOTTS

HUSBAND - Five Hundred Dollars ($500.00) to Dr. Shirley Jaeger.

IV.

HUSBAND shall receive the title to all other household furnishings and furniture and the automobile that are titled in his name.

V.

Parties hereby acknowledge and confirm that all of their personal property not heretofore mentioned has been fairly divided to their satisfaction and that neither party makes claim to ownership of any personal property currently in the possession of the other. Each owns, free of any claims or rights of the others, all items of personal property now in his or her possession and may dispose of these items as freely and effectively as unmarried.

VI.

That the parties have no children born of this marriage, and there is accordingly no provision for the support or maintenance of any children.

VII.

From and after the date of execution of this Agreement, each party agrees to bear all and complete legal responsibility for any new debts incurred by that respective party. From and after execution of this Agreement, each party is prohibited from utilizing or

pledging the credit of the other perpetually.

VIII.

It is further agreed and understood that this agreement is intended to be the final settlement of the property rights of the respective parties and is in full discharge of HUSBAND and WIFE from all other claims arising out of the marital relations, and each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the laws of any jurisdiction in the other's property including without limitation, by way of dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, alimony and support, rights to act as administrator or executor of the other's estate, and this agreement applies to all the rights now owned by HUSBAND and WIFE and any property that either or them may acquire in the future. The HUSBAND and WIFE both acknowledge that the provisions of this agreement are fair, adequate and satisfactory and accept them in full and final settlement of all claims and demands upon each other.

IX.

Each party will pay his/her own attorney's fees.

X.

It is further understood and agreed by the parties that this agreement is entered into without undue influence, fraud, coercion or misrepresentation or for any other reason not stated herein.

IN WITNESS WHEREOF, the parties have read this agreement and have familarized themselves with its contents and signed and executed this agreement on the 11th day of February, 1985 as to the HUSBAND and on the 10th day of April, 1985 as to the WIFE.

Charles Botts
CHARLES BOTTS

Cynthia Diane Botts
CYNTHIA DIANE BOTTS

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 CHARLES BOTTS, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this the 11 day of February, 1985.

J. Michael Jocas
NOTARY PUBLIC

My Commission Expires:

11-1-87

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 CYNTHIA DIANE BOTTS, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this the 10th day of April, 1985.

Nancy Gentry
NOTARY PUBLIC

My Commission Expires:

Jan. 18, 1987

It is ORDERED, ADJUDGED and DECREED that all the provisions of said Property Settlement Agreement are hereby approved and made the judgment of the Court.

The final costs of this cause will be paid by the Plaintiff, for which execution may issue, if necessary.

This the 11th day of July, 1985.

MURIEL ROBINSON, Judge

APPROVED FOR ENTRY:

JOHN AARON HOLT
J. MICHAEL JACOBS & ASSOCIATES
Attorney for Plaintiff
311 White Bridge Road
Nashville, Tennessee 37209
615/353-0930

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing "Final Decree" has been mailed to Rose Palermo, 43 Music Square West, Nashville, Tennessee 37203, on this the 11th day of July, 1985.

JOHN AARON HOLT

3.1616

IDENTIFICATION REFERENCE

JUN 6 2 25 PM '90

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TN

BOOK 8125 PAGE 223

mail
Robert Notestine
Suite 115
104 Woodmont Blvd
Nash, TN 37205

7733 06/06 0101 03CHECK 24.00

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* 11th *day of* JULY, *19* 85, *in Case Number* ~~84D-1053~~ *between* CHARLES BOTTS *Plaintiff, and* ~~CYNTHIA DIANNE BOTTS~~ *Defendant, as same remains of record in Book* 145c, *Page* 2095 *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* 6th *day of* JUNE *in the year one thousand nine hundred and* NINETY *and in the* ~~TWO HUNDRED & FOURTEEN~~ *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Gina Alexander *D.C.*

Form #GR-117