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1-149A/193

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ERIKA LINN THOMPSON,

Plaintiff,

vs.

JAMES POWERS THOMPSON,

Defendant,

1985 NOV 19 PM 3:56
GEORGE L. ROOKER, CLERK
No. 85D-1742
D.C.

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FINAL DECREE

This cause came on to be heard on the 19th day of November, 1985 before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the Complaint for Divorce filed by the Defendant, the Plaintiff hereby withdrawing her original Complaint and Answer. Upon hearing testimony of Defendant, statements of counsel for Plaintiff and Defendant, and upon the record 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 Defendant, James Powers Thompson, is hereby awarded an absolute divorce from the Plaintiff, Erika Linn Thompson, 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.

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. The court hereby approves the Property Settlement Agreement and the same is hereby incorporated in words and figures as follows:

7641 07/06 0101 03CHECK 24.00

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

39421.
IDENTIFICATION REFERENCE
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FELIX Z. WILSON TC REGISTER
DAVIDSON COUNTY, TN

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ERIKA LINN THOMPSON,)
)
Plaintiff,)
)
vs.) NO. 85D-1742
)
JAMES POWERS THOMPSON,)
)
Defendant.)

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SETTLEMENT AGREEMENT

This agreement is made between Erika Linn Thompson, herinafter called wife, and James Powers Thompson, hereinafter called Husband.

WITNESSETH:

WHEREAS, these parties have been married since April 1, 1983, and there are no minor children; and,

WHEREAS, certain differences and difficulties have arisen between the parties and a divorce action in which irreconcilable differences is alleged as a ground has been instituted in the Fourth Circuit Court of Davidson County, Tennessee, and they have no expectation of resuming their marital relations, and

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. PERSONAL PROPERTY. The parties have heretofore divided their personal property among themselves. All furniture, furnishings and personal effects presently in the possession of Wife shall be her sole and separate property. All furniture, furnishings and personal effects presently in the possession of Husband shall be his sole and separate property.

2. DEBTS. (A) It is agreed that Husband will pay and continue to pay the following debts that were made during the marriage, and shall hold Wife harmless on the same:

1. Select line of credit
2. Sears
3. Shell Credit Card
4. VISA
5. Gold Mastercard
6. Regular Mastercard
7. Cain Sloan
8. Castner Knott
9. All utilities and household expenses related to occupancy of the Boscobel Street property.

(B) It is agreed that the parties shall be responsible for the payment of any other accounts or charges which were opened or established in his or her own name after September 11, 1985. Each party agrees to indemnify and hold the other harmless from any liability resulting from their failure to pay such accounts when due.

3. BANK ACCOUNTS. The parties shall keep their respective checking accounts and savings accounts.

4. CREDIT CARDS. It is agreed and acknowledged that the Wife has previously returned to the Husband all credit cards on joint accounts or on Husband's own account and it is further agreed that Wife will not make any additional charges on said accounts.

5. REAL PROPERTY. A. It is agreed that the house and lot on Boscobel Street titled in Husband and Wife's names shall be vested solely in Husband. Wife agrees to accept Two Thousand and 00/100 Dollars ($2,000.00) for her interest in that property. The payment of Two Thousand and 00/100 Dollars ($2,000.00) shall be made from Husband's portion of the net proceeds from the sale EKT JRT of the parties' jointly owned condominium in Franklin, Tennessee, the sale of which is further described in Paragraph 5(B) of this agreement. The payment shall be made to Wife on the date of execution of this settlement agreement. It is further agreed that Husband shall be allowed to take all deductions and expenses related to the Boscobel Street property for the 1985 tax year.

Husband agrees to pay and continue to pay the mortgage on

said property and to hold wife harmless on the debt secured by the Deed of Trust. Said property is located at 700 Boscobel Street, Nashville, Tennessee, and is more specifically described in Book 6390, Page 350, of the Register of Deeds Office, Davidson County, Tennessee to wit:

> Land in Davidson County, Tennessee, being Lot No. 81 on the Map of J. S. Williams Addition to Edgefield, as of record in Book 21, Page 45, 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 James P. Thompson and wife, Erika K. Thompson by deed from Bryan Brainard and Harriet Traurig, of record in Book 6390, Page 350, Register's Office for Davidson Couny, Tennessee.

B. It is agreed that the condominium and lot titled in Husband and Wife's names was sold by the parties on October 31, 1985. Said property is located at 200 Royal Oaks Blvd., Unit C-2, Franklin, Tennessee and is more specifically described in Book 479, Page 856, of the Register of Deeds Office, Williamson County, Tennessee to wit:

> LAND in Williamson County, Tennessee, being Unit No. C-2 on the Plan of Jackson Place Condominiums, Phase I, of Record in Book 8, Page 7, said Register's Office, to which reference is hereby made for a more complete and accurate legal description.
>
> BEING the same property conveyed to James P. Thompson and wife, Erika K. Thompson, by deed from J. Gary Allen and wife, Teryl P. Allen of record in Book 479, Page 856, Register's Office, Williamson County, Tennessee.

6. PROCEEDS OF SALE AND DEDUCTIONS. The parties agree that the net proceeds of the sale of the condominium in Franklin, Tennessee, after payment of the outstanding mortgage and any closing costs will be divided equally between the Husband and Wife. The parties acknowledge that the closing agent is holding $237.50 in escrow pending a final inspection by the buyer. Any amount which remains in escrow after payment of damages shall be transferred to Wife. The parties further agree that the deductions including depreciation, expenses and the income shall be divided equally between Husband and Wife.

7. ALIMONY IN SOLIDO: The Husband agrees to pay alimony in solido to the Wife in the amount of Two Thousand Five Hundred Forty Six and 32/100 Dollars ($2,546.32). Said amount shall be paid to Wife from Husband's proceeds of the sale of the condominium and lot described in Paragraph 5(B). Said amount

shall be paid to wife on the date of execution of this settlement agreement.

8. AUTOMOBILES. The 1974 Oldsmobile and the 1983 Oldsmobile shall be vested solely in the Husband, and Husband assumes full responsibility for the payment of any indebtedness due on the 1983 automobile and shall hold Wife harmless on the same. Wife agrees to execute any documents necessary to effectuate the transfer regarding the automobiles.

9. ATTORNEY'S FEES. Husband and Wife shall be responsible for paying his or her own attorneys fees.

10. COURT COSTS. Any costs of Court incurred as a result of the pending action for absolute divorce shall be paid by Husband and Wife equally.

11. INCOME TAXATION. Husband and Wife agree that Husband shall receive all of any refund from the IRS for a jointly filed return for 1984. Wife agrees to execute any documents necessarey to effectuate this agreement. Husband and Wife further agree that they will file separate tax returns for the 1985 tax year and that each will be responsible for the payment of taxes upon their separate individual income.

12. MAIDEN NAME. Husband and Wife agree that after the parties' divorce, the Wife shall be restored to her maiden name, Kluth.

13. The parties desire that this Agreement be incorporated as a part of any final decree of divorce that may hereafter be entered in the Fourth Circuit Court of Davidson County, Tennessee, or in any other Court having jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

14. This Agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those expressly herein set forth.

15. It is understood and agreed by the parties that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated, and that the parties hereto have been represented by

their respective attorneys in connection with the negotiation and preparation of this Agreement. Each party acknowledges that they have read this Agreement, that it is fair and equitable and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

WITNESS our hands on the day and date written below at Nashville, Tennessee.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

ERIKA LINN THOMPSON

Sworn to and subscribed before me this the 14th day of November, 1985.

JEFFREY LAPATINE
NOTARY PUBLIC, State of New York
No. 4825239
Qualified in Nassau County
Commission Expires March 30, 1986

Notary Public

My Commission Expires:

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

JAMES POWERS THOMPSON

Sworn to and subscribed to before me this the 14th day of November, 1985.

Notary Public

My Commission Expires:

4/19/87

Claudia C. Bonnyman
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SHIPLEY & BEAM
306 Gay Street
206 Realtor's Building
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IT IS FURTHER ORDERED that plaintiff be restored to her maiden name of Erika Linn Kluth.

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

The final costs of this cause are taxed equally between the plaintiff and the defendant, for which execution may issue if necessary.

ENTER this 19th day of November, 1985.

Muriel Robinson

MURIEL ROBINSON, Judge for the
Fourth Circuit Court for
Davidson County, Tennessee

APPROVED FOR ENTRY:

Jimmie Lynn Ramsaur

Jimmie Lynn Ramsaur
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Claudia Bonnyman

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St. Cloud Corner
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Mail Watts & Underwood

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* Nineteenth *day of* November, *19* 85, *in Case Number* 85D-1742 *between* Erika Linn Thompson *Plaintiff, and* James Powers Thompson *Defendant, as same remains of record in Book* 149A, *Page* 193 *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* 24th *day of* May *in the year one thousand nine hundred and* Ninety *and in the* 214th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By U Koarey *D.C.*

Form #GR-117