122C/2554

BOOK 8146 PAGE 994

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

David Jackson Nickens,)
)
Plaintiff,)
)
vs.) NO. 80D-4777
)
Wanda Mae Nickens,)
)
Defendant.)

91-6
2L

FINAL JUDGMENT OF DIVORCE

This cause came on to be heard this 22nd day of May, 1981, before the Honorable Harry S. Lester, Judge, upon the original complaint for absolute divorce, personal service of process on the defendant waived, the parties having entered into a notarized settlement agreement, the default judgment previously entered herein, the sworn testimony of the plaintiff in open Court, statement of counsel, and the entire record herein, from all of which the Court finds that the allegations of the complaint are sustained by the proof; that is, that the parties have irreconcilable differences.

IT IS THEREFORE ORDERED AND ADJUDGED that the plaintiff, David Jackson Nickens, be and is hereby awarded an absolute divorce from the defendant, Wanda Mae Nickens, and the parties are restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED AND ADJUDGED that the Settlement Agreement executed by the parties is approved by the Court and incorporated herein by reference. A copy of said Agreement is attached hereto as an exhibit.

ENTERED this 18 day of May, 1981.

Harry S. Lester
JUDGE

39455

IDENTIFICATION REFERENCE

Jul 6 9 00 AM '90

FELIX Z. WILCOXEN, REGISTER
DAVIDSON COUNTY, TN

MAIL ENV.

PREPARED BY:

Elinor Addlestone
ELINOR ADDLESTONE
LEGAL SERVICES OF MIDDLE TENNESSEE

Attorney for Plaintiff

I hereby certify that a copy of the foregoing instrument was forwarded to the adversary party and/or counsel of record therefor, This the 26th day of May, 1981.

LEGAL SERVICES OF NASHVILLE
and MIDDLE TENNESSEE, INC.
By Elinor Addlestone

EXHIBIT
filed 1-6-81

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 8146 PAGE 995

DAVID JACKSON NICKENS,
Plaintiff,

vs.

WANDA MAE NICKENS,
Defendant.

NO. _____

SETTLEMENT AGREEMENT

This agreement is made between David Jackson Nickens, hereinafter called Husband, and Wanda Mae Nickens, hereinafter called Wife.

WITNESSETH:

WHEREAS, these parties have been married since September 17, 1963, and there have been born of this union three minor children, namely Linda Diane Nickens, born April 18, 1966; Christine Elaine Nickens, born September 12, 1967; and David Jackson Nickens, Jr., born September 11, 1968; 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 Circuit Court of Davidson County, Tennessee, and they have no expectation of resuming their marital relationship; 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. CUSTODY. Husband shall have and retain sole care, custody and control of the parties' minor children, Christine Elaine Nickens and David Jackson Nickens, Jr., and Wife shall have and retain sole care, custody and control of the parties' minor child, Linda Diane Nickens.

2. VISITATION. Both Husband and Wife shall have the rights of visitation with said children not in their custody, at all reasonable times and places.

Said visitation is for the benefit of said minor children.

3. CHILD SUPPORT. It is agreed that Husband will be responsible for the support of Christine Elaine Nickens and David Jackson Nickens, Jr., and Wife will be responsible for the support of Linda Diane Nickens.

4. INCOME TAX RETURN. It is agreed that the parties will file a joint income tax claim for the year of 1980, and that each party will receive one-half of the income tax refund.

5. PERSONAL PROPERTY. The parties have heretofore divided their personal property between themselves. All furniture, furnishings and personal effects presently in the possession of Husband shall be his sole and separate property, including the 1974 Chevrolet pickup truck. All furniture, furnishings and personal effects presently in the possession of Wife shall be her sole and separate property, including the 1975 Oldsmobile Cutlass automobile.

6. DEBTS. (A) It is agreed that Husband will pay and continue to pay the following accounts that were made during the marriage, and shall hold Wife harmless on any and all debts secured by these accounts:

1. Reichhold Fiberglass Credit Union - $1,700.00;

2. Reichhold Fiberglass Credit Union - $2,000.00.

(B) It is agreed that the parties shall be responsible for the payment of any other accounts or charges which are presently listed in his or her name. Each party agrees to indemnify and hold the other harmless from any liability resulting from their failure to pay such accounts when due.

7. REAL PROPERTY. It is agreed that the house and lot titled in Wife and Husband's names shall be vested solely in Husband. Said property is located at 5910 Morrow Road, and is more specifically described in Book 5137, Page 119, of the Registrar of Deeds Office, Davidson County, Tennessee, to wit:

Land in Davidson County, Tennessee, being Lot No. 4 on the Preliminary Plan of the Morrow Road Subdivision, not of record, described according to a survey made by W. W. Turner Company, Engineers, August 7, 1947, as follows:

Beginning on the northerly margin of Morrow Road, at the southwest corner of the property conveyed to Walter Lee Taylor and wife, by deed from John L. Barnes and wife, of record in Book 2087, page 613, Register's office for said County; thence with said Taylor's westerly line, northeastwardly 125 feet to the southerly line of the property conveyed to the City of Nashville by deed from John W. McDougall, Trustee, of record in Book 2397, page 165, said Register's office; thence north 58 degrees 15' west 55.5 feet to the corner of Lots Nos. 3 and 4; thence with the line between said two lots, southwestwardly 125 feet to the northerly margin of Morrow Road; thence with same, south 58 degrees 15' east 55.5 feet to the beginning.

Being the same property conveyed to William H. Robin and wife, Sara S. Robin, by deed from John W. McDougall, Trustee, et al, of record in Book 2401, page 115, Register's office for Davidson County, Tennessee.

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

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

10. 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.

11. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. 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)
) ss.
COUNTY OF DAVIDSON)

David Jackson Nickens
DAVID JACKSON NICKENS

Sworn to and subscribed before me this 18 day of December, 1980.

Notary Public

My commission expires:
10/18/81

STATE OF TENNESSEE)
) ss.
COUNTY OF DAVIDSON)

Wanda Mae Nickens
WANDA MAE NICKENS

Sworn to and subscribed before me this 5th day of January, 1981.

Notary Public

My commission expires:
10/18/81

Dot Dobbins
DOT DOBBINS
LEGAL SERVICES OF MIDDLE TENNESSEE
1512 Parkway Towers
Nashville, Tennessee 37219

Attorney for Husband

7684 07/06 0101 01CASH 15.00

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* Second *Circuit Court for Davidson County, Tennessee, on the* 28th *day of* May, *19* 81, *in Case Number* 80D-4777 *between* David Jackson Nickens *Plaintiff, and* Wanda Mae Nickens *Defendant, as same remains of record in Book* 122C, *Page* 2554 *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* 22 *day of* June *in the year one thousand nine hundred and* Ninety *and in the* 214th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By D Davis *D.C.*

#C -117

VOID

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July 6, 90

