148B/1109

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

MARY SUE WRIGHT *

VS. * NO. 85D-1427

BILLIE LEE WRIGHT * BOOK 8156 PAGE 988

Mary Sue Wright
93-11-43

FINAL DECREE

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This cause came on to be heard on October 29, 1985 before the Honorable ~~Muriel Robinson~~ James G. Martin III Special, Judge of the Fourth Circuit Court of Davidson County, Tennessee upon original Complaint for absolute divorce filed by wife, the Answer and Counter-Complaint of husband having been withdrawn and after testimony of wife and review of the Property Settlement and Child Custody Agreement, the Court was of the opinion that the allegations had been fully sustained and, that is, that the parties have irreconcilable differences. Further, the Court affirmatively finds that the Agreement entered into by and between the parties makes adequate and sufficient provisions for the custody and maintenance of the parties' minor children and for an equitable settlement of the parties' property rights.

It is, therefore, ORDERED by the Court that wife be and she is hereby granted an absolute divorce and that the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved.

It is further ORDERED by the Court that the Property Settlement and Child Custody Agreement entered into by and between the parties is approved, made a part of this Final Decree, and is affirmatively found by the Court to make adequate and sufficient provisions for the custody and maintenance of the parties' minor children and for an equitable settlement of the parties' property rights. The Agreement reads in words and figures as follows:

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY
TENNESSEE

MARY SUE WRIGHT	)	
	)	
Plaintiff	)	
	)	
vs.	)	CASE NO. 85D-1427
	)	
BILLIE LEE WRIGHT	)	
	)	
Defendant	)	

PROPERTY SETTLEMENT AND CHILD CUSTODY AGREEMENT

THIS AGREEMENT made between MARY SUE WRIGHT of Nashville, Davidson County, Tennessee, (hereinafter called "Wife"), and BILLIE LEE WRIGHT, of Nashville, Davidson County, Tennessee, (hereinafter called "Husband").

W I T N E S S E T H:

WHEREAS, the parties were married on June 6, 1959, in Nashville, Tennessee; and

WHEREAS, Wife has instituted divorce proceedings against Husband in the Circuit Court for Davidson County, Tennessee, on the grounds of irreconcilable differences; and

WHEREAS, it is the desire of the parties that this document be used for the purpose of obtaining a divorce on the grounds of irreconcilable differences in the action mentioned above; and

WHEREAS, the parties are the parents of two minor children, MONICA LEIGH WRIGHT, age 17, and CARY JASON WRIGHT, age 15;

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

1. The parties agree that they shall have joint custody of the two minor children of the parties, Monica Leigh Wright and Cary Jason Wright.

2. Wife agrees to pay to Husband as child support the sum of $200.00 per month which is to be used for tuition and other expenses of the daughter, Monica Leigh, and said payments

shall continue each month through May, 1986. Wife further agrees to set aside for the benefit of the parties' minor daughter, Monica Leigh, the sum of $300.00 per month through May, 1986, which sums shall be used to defray the college expenses of said daughter. Wife further agrees to provide the sum of $5,000.00 per school year for four years commencing in 1986 and continuing for four consecutive years thereafter, which sum shall be used to defray daughter's college expenses. This agreement to pay the sum of $5,000.00 per school year is contingent on the daughter's remaining single and not living with any person of the opposite sex.

3. Wife agrees to be solely responsible for the financial support of the parties' minor son, Cary Jason. Wife further agrees to be solely responsible for the college education of said minor son, Cary Jason, at the appropriate time.

4. The parties agree that Wife shall be able to claim both minor children as deductions for purposes of Federal Income Tax reporting. The parties agree that they shall both provide medical insurance coverage on their minor children through their places of employment and further agree that they shall be equally responsible for all medical and dental bills of the minor children not covered by insurance.

5. Husband agrees to quitclaim his interest in the house owned by the parties located at 2300 Barclay Drive, Nashville, Davidson County, Tennessee, in exchange for Wife's paying to him in cash the sum of $5,000.00. Additionally, in exchange for Husband's quitclaiming the property to Wife, Wife agrees to pay all the debts of Husband up to an amount not in excess of $5,000.00 and excluding the loan Husband has on his insurance policies.

6. Husband and Wife agree to indemnify and hold harmless each other for any debts either of them might have incurred after October 7, 1985.

7. Wife agrees to assume financial responsibility for both mortgages on the property located at 2300 Barclay Drive and further agrees to indemnify and hold harmless Husband from any liability on said mortgages.

8. Husband and Wife agree that daughter can have as her sole and separate property those items of furniture and furnishings that have been given to daughter.

9. The parties agree that Wife is to have ownership of all the china, silver, figurines, and other household furniture, furnishings and fixtures.

10. The parties agree that the 1979 Thunderbird automobile presently in Husband's possession shall become his sole and exclusive property. Wife agrees that she will make all payments on the loan to Tennessee Teachers Credit Union for which the 1979 Thunderbird was pledged as collateral.

11. The parties agree that the 1975 Ford Ranchero automobile which is unencumbered shall become the sole and exclusive property of Husband.

12. The parties agree that the 1985 LTD Ford automobile presently in Wife's possession shall become her sole and exclusive property, and she agrees to assume all responsibility for the debt secured by this vehicle.

13. The parties agree that Wife shall keep as her sole and exclusive property the bonds and deferred compensation to which she is entitled by virtue of her employment.

14. The parties agree that the 1932 Ford shall become the sole and exclusive property of Husband; however, should he decide to sell this automobile, Wife shall have the right of first refusal.

15. The parties agree that Husband shall receive as his sole and exclusive property all the right, title and interest to his tools.

16. The parties agree that each of them shall be responsible for their attorney's fees and further agree that the court costs of this action shall be divided between them equally.

17. It is understood and agreed between the parties, as part of the consideration for the execution of this Agreement, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

18. It is understood and agreed by the parties that this Agreement is entered into solely for the purpose of Wife's obtaining a divorce in the Circuit Court for Davidson County, Tennessee, on the grounds of irreconcilable differences. Said agreement may be submitted to satify the statutory requirements for divorce on the grounds of irreconcilable differences in this proceeding only.

19. Each party 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's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent and distribution, or right to act as administrator or executor of the other's estate, and this Agreement applies to all property now owned by Husband and Wife, or any property that either of them may acquire in the future.

20. This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives heirs and assigns.

21. 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 in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily and with advice of counsel.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals on the date or dates set forth below.

Mary Sue Wright 10-10-85
MARY SUE WRIGHT (Date)

Billie Lee Wright 10-11-85
BILLIE LEE WRIGHT (Date)

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me Mary Sue Wright, a Notary Public in and for said County and State, the within-named MARY SUE WRIGHT, who stated under oath that she executed the foregoing instrument for the purpose contained therein, this 10th day of October, 1985.

Lisa Rollins Carver
Notary Public

My commission expires:
3/29/87

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me Jane J. Buffaloe, a Notary Public in and for said County and State, the within-named BILLY LEE WRIGHT, who stated under oath that he executed the foregoing instrument for the purpose contained therein, this 14th day of October, 1985.

Jane J. Buffaloe
Notary Public

My commission expires:
7-9-89

It is further **ORDERED** by the Court that unless specifically ordered by the Court, such support as heretofore set forth shall not be reduced or pro-rated.

The Court further finds that the addresses of the parties are as follows: Mary Sue Wright, 2300 Barclay Drive, Nashville, Tennessee; Billie Lee Wright , 105 Fern Avenue, Nashville, Tennessee 37207.

ENTER this 29 day of October, 1985.

JUDGE
Special Judge

APPROVED FOR ENTRY:

JACK A. BUTLER
Attorney for Plaintiff

JANE BUFFALOE by JAB
Attorney for Defendant

CERTIFICATE OF SERVICE

I hereby certify that I have mailed an exact copy of the foregoing pleading to Ms. Jane Buffaloe, Attorney, 823 J.C. Bradford Building, Nashville, Tennessee 37219 this 28 day of October, 1985.

JACK A. BUTLER

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* 29th *day of* OCTOBER, *19* 85, *in Case Number* 85d-1427 *between* MARY SUE WRIGHT *Plaintiff, and* BILLIE LEE WRIGHT *Defendant, as same remains of record in Book* 148b, *Page* 1109 *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* 19th *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.C.*

Form #GR-117