124C/1907

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CYNTHIA DIANE FRANCES NEWMAN)
)
Plaintiff,)
)
vs.) NO. 82D-2459
) 9837 08/15 0101 03CHECK 21.00
JEFFREY WAYNE NEWMAN)
)
Defendant,)

FINAL DECREE

This cause came to be heard by Interrogatories before the Honorable Judge Loser, of the Third Circuit Court of Davidson County, Tennessee, upon the Complaint heretofore filed by the Plaintiff, the sworn testimony of the Plaintiff, an agreement to the division of the property entered into by the Plaintiff and Defendant, statement of counsel, and the entire record from all of which the Court finds that the parties have adequate and sufficient provision by the agreement for the equitable settlement of their property rights, and it has jurisdiction in this matter and that the Plaintiff has sustained her grounds for an absolute divorce based on irreconcilable differences.

It is therefore, ORDERED, ADJUDGED and DECREED, that the Plaintiff, CYNTHIA DIANE FRANCES NEWMAN, is hereby awarded an absolute divorce based on the statutorily alledged grounds of irreconcilable differences and is hereby restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED, and DECREED that the property settlement entered into by the parties has provided for the equitable settlement of any property rights and is incorporated by reference as if set forth herein, and is as such hereby approved by the Court. Court costs will be assessed to the Defendant.

Entered this 25th day of October, 1982.

JUDGE LOSER

APPROVED FOR ENTRY:

Billie Jean June
Billie Jean June
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that I have forwarded a copy of the foregoing Final Decree to the Defendant, Jeffrey Wayne Newman, 66 Jay Street, Nashville, Tennessee, this 25th day of October, 1982.

Billie Jean Tune

BILLIE JEAN TUNE

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CYNTHIA DIANE FRANCES NEWMAN)
Plaintiff,)
vs.) NO. 82 D - 2459
JEFFREY WAYNE NEWMAN)
Defendant,)

PROPERTY SETTLEMENT

THIS AGREEMENT, made and entered into by and between CYNTHIA DIANE FRANCES NEWMAN and JEFFREY WAYNE NEWMAN:

W I T N E S S E T H:

WHEREAS, the parties are lawfully married but are contemplating a divorce; and,

WHEREAS, certain irreconcilable differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as husband and wife; and,

WHEREAS, it is the desire of both parties finally for all time to determine and settle their property rights, and all dower and homestead rights, and all other rights of whatever description existing between the parties growing out of the marital relationship;

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

1. The parties have no minor children born of this marriage.

2. The Defendant agrees that the Plaintiff shall be granted the divorce on the grounds of irreconcilable differences.

3. In consideration of the mutual covenant and agreement of the parties voluntarily to separate and live apart in separate places of abode without any cohabitation, the wife hereby waives alimony and her rights to support and maintenance by the husband.

4. The parties have acquired real property during their marriage located at 66 Jay Street, Nashville, Davidson County, Tennessee.

That all right, title and interest Plaintiff may have in the lot and dwelling hosue located at 66 Jay Street, Nashville, Davidson County, Tennessee be divested out of Plaintiff and be vested into Defendant.

5. The parties agree that household furnishings, furniture, personal

effects remain in the possession and ownership of the respective party now in possession of the property so divided.

The Plaintiff shall retain the following items: den furniture and bedroom suite.

The Defendant shall retain the following items: all appliances, living room furniture, water bed, stereo, T.V., dining room furniture.

The kitchen goods, linens, towels, etc. will be divided between the two parties.

6. The Defendant agrees to be responsible for all existing joint obligations of the parties.

7. Each party covenants with the other that from this date forward, neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses.

8. Each party will execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument, and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such manner and with such force and effect, as shall be necessary to effectuate the terms of this agreement.

9. Any Court costs and attorney's fees incurred as a result of the pending action for divorce shall be paid by the Defendant.

10. The parties accept the provisions of this agreement in full and final settlement satisfaction of any and all claims and rights which either of them have had or may now have against the other party with respect to alimony, maintenance and support; and both husband and wife further do hereby forever release to the other all claims or rights to dower, homestead, alimony, inheritance, year support and all other property rights, except as provided for in this agreement, which either has had, may now have, or may hereafter have but for this agreement, as husband, wife, widow or widower by reason of the marital relationship now existing between the parties whether now or hereafter acquired by such other party.

11. It is further understood and agreed by and between the parties that this settlement agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Each party acknowledges that this agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the parties have set their signatures.

Cynthia D. Newman

CYNTHIA DIANE FRANCES NEWMAN

Jeffrey W. Newman

JEFFREY WAYNE NEWMAN

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned authority, a Notary Public, in and for said state and county, personally appeared CYNTHIA DIANE FRANCES NEWMAN, with whom I am personally acquainted, and who acknowledged the execution of the within and foregoing instrument as her free act and deed for the pruposes therein contained.

Witness my hand and seal of office on this the 15th day of Sept., 1982.

Linda K. Sullivan

NOTARY PUBLIC

My Commission Expires: 4/12/83

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned authority, a Notary Public, in and for said state and county, personally appeared JEFFREY WAYNE NEWMAN, with whom I am personally acquainted, and who acknowledged the execution of the within and foregoin instrument as his free act and deed for the purposes therein contained.

Witness my hand and seal of office on this the 16th day of Sept., 1982.

James P. Barr

NOTARY PUBLIC

My Commission Expires: 4/12/83

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* Third *Circuit Court for Davidson County, Tennessee, on the* 25th *day of* October, *19* 82, *in Case Number* 82D-2459 *between* Cynthia Diane Frances Newman *Plaintiff, and* Jeffery Wayne Newman *Defendant, as same remains of record in Book* 124C, *Page* 1967 *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* 9th *day of* August *in the year one thousand nine hundred and* ninety *and in the* 215th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117

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IDENTIFICATION

AUG 15 9 33 AM '90

FELIX Z. WISCHNITZER

MAIL ENV.