BOOK 8210 PAGE 918

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

BONNIE LUCILLE MOSS ARNOLD)
)
)
VS.) No. 91294
)
)
GLYNN HERMAN ARNOLD)

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FINAL DECREE

This cause came on to be heard this Friday, October 6, 1978, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original petition for divorce heretofore filed by the original complainant in this cause, Bonnie Lucille Moss Arnold, personal service had upon the defendant, submission to the Court of a Property Settlement Agreement executed by both parties, with the cause proceeding to trial upon the ground of irreconcilable differences, testimony of complainant heard in open Court, statement of Counsel, and the entire record herein, from all of which it appears to the Court that the allegation of irreconcilable differences has been fully sustained by the testimony of the complainant.

It is therefore, ORDERED ADJUDGED AND DECREED that the bonds of matrimony should be and are hereby dissolved as between the parties and the complainant, Bonnie Lucille Moss Arnold, is hereby awarded an absolute divorce from the defendant, Glynn Herman Arnold, upon the ground of irreconcilable differences, it appearing from the testimony of the complainant that a reconciliation of the parties is both impractical and impossible, and said complainant is hereby restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED AND DECREED by the Court that the property settlement agreement heretofore entered into by the parties which reads as follows:

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court of Davidson County, Tennessee, a petition for absolute divorce filed by BONNIE LUCILLE MOSS ARNOLD, hereinafter referred to as Wife, against GLYNN HERMAN ARNOLD, hereinafter referred to as Husband, under Docket No. 91294, and

WHEREAS, these parties are presently living apart and desire to enter into a property settlement agreement and tender same to the Court for approval in the event a decree of divorce is granted in this cause, and

WHEREAS, both these parties have been advised of their respective rights and responsibilities, one to the other, by their respectvie counsel.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties do agree as follows:

(1) Wife will obtain an absolute divorce on the grounds of irreconcilable differences.

(2) The custody of the two minor children of the parties, to-wit: Glynn Alan Arnold and Lesli Marlo Arnold, will be awarded jointly to Husband and Wife, it being understood that the main residence of the children shall be with the Wife, with liberal visitation privileges awarded to the Husband, including every other weekend, visitation during the week, one-half of the holiday periods and three weeks each summer.

(3) Husband agrees to pay $250.00 per month as child support, said payments to be made directly to the Wife, due and payable on the first day of each month.

(4) Husband will be allowed to claim the two minor children as exemptions for federal income tax purposes, it being conclusively presumed that he is providing more than one-half of their support annually.

(5) Wife will be enjoined from removing the minor children from the jurisdiction of this Court without prior written approval of Husband or the Court.

(6) Husband agrees to maintain in full force and effect hospital and medical insurance coverage for the benefit of the minor children until they attain their majority. In addition therto, Husband agrees to pay all hospital, doctor, medical and dental expenses (including prescription drugs for the minor children).

(7) The home of the parties located at 922 Malquin Drive, Nashville, Tennessee, will hereafter be owned by the parties as tenants in common, that is, a one-half undivided interest in each party;

however, Wife will have the exclusive right to occupy the home until such time as she remarries, the youngest child attains the age of eighteen years, or she voluntarily wishes to move, whichever is the first event to occur. In either event, then the home shall be sold and the net proceeds divided equally between the parties. While Wife occupies the home, she will be responsible for the house note, but both parties will be jointly responsible for all major maintenance and repairs.

(8) All the household furniture, furnishings and goods will be awarded as the exclusive property of the Wife.

(9) Wife will be awarded the ownership of the 1975 Chevrolet Corvette automobile; however, she shall be responsible for paying the balance of mortgage indebtedness thereon, and to that extent, will hold Husband harmless and indemnify him from any further liability on said obligation.

(10) Husband shall receive the exclusive ownership of the 1975 Pontiac automobile and he shall pay the balance of mortgage indebtedness thereon and to that extent will hold Wife harmless and indemnify her from liability on said obligation.

(11) All right, title and interest which the Wife has in and to the six and one-half acres of real property located on Jackson Road in Davidson County, Tennessee shall be divested out of her and the sole and exclusive ownership in said real property shall be vested in Husband, it being his responsibility to pay any balance of mortgage indebtedness thereon.

(12) Wife waives any and all claims, and interests in and to Husband's business interests, including but not limited to Arnold Construction Company and any such business interest shall become the exclusive property of the Husband.

(13) Wife hereby waives and relinquishes any and all claims for alimony, past, present or future, other than as is contained herein.

(14) The parties agree to pay their own attorney's fees.

(15) Husband agrees to pay the final court costs.

Both parties agree to sign any and all deeds, documents, titles or instruments necessary to carry out the full purpose and intent of this agreement. Both parties acknowledge that they have read this agreement in its entirety and have signed same voluntarily.

WITNESS OUR HANDS, this ____day of _____, 1978 as to Wife and the ____day of _____, as to Husband.

/s/ Bonnie L. Arnold
WIFE

/s/ Glynn H. Arnold
HUSBAND

is hereby approved by the Court and made a part of this order.

It is further ORDERED, ADJUDGED AND DECREED by the Court that the Husband will pay the costs of the cause, for which let execution issue if necessary.

This 19 day of October, 1978.

JUDGE

APPROVED FOR ENTRY:

Seth Norman
Attorney for Complainant

_____
Attorney for Defendant

I hereby certify that a copy of this Decree has been mailed to Mr. Robert L. Jackson, Attorney for the defendant, Suite 100, 216 Third Avenue North, Nashville, Tennessee 37201, this ____day of _____, 1978.

Seth Norman
Seth Norman
Attorney for Complainant

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IDENTIF. TREFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

BOOK 8210 PAGE 922

PICK-UP

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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* 19th *day of* October, *19* 78, *in Case Number* 91294 *between* Bonnie Lucille Moss Arnold *Plaintiff, and* Glynn Herman Arnold *Defendant, as same remains of record in Book* 110A, *Page* 367 *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* 4th *day of* October *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