IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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JOHN WAYNE CUNNINGHAM X

Complainant, X

VS. X NO. 81D-2932

X

JOYCE MARIE CUNNINGHAM

X

Defendant,

X

162-03-C
124.00

FINAL DECREE

This cause came to be heard on the 22nd day of January, 1982, in the Fourth Circuit Court for Davidson County, TEnnessee, the Honorable Benson Trimble presiding; upon complainant's original bill for an absolute divorce, the agreement of the parties by execution of a Property Settlement Agreement, complaintant's testimony, and the whole record in this cause; from all of which the Court affirmatively finds; that the Property Settlement Agreement presented to the Court and executed by both parties fully, adequately, sufficiently and equitably makes provision for the settlement of all property rights between the parties and that the complainant should be awarded an absolute divorce from the defendant on the grounds of irreconcilable differences, that the costs of this cause should be adjudged against the complainant; and, that the Property Settlement Agreement presented to the Court is hereby approved by the Court and is in words and figures as follows:

"PROPERTY SETTLEMENT AGREEMENT"

WHEREAS the parties hereto are presently man and wife but have reached the point of irreconcilable differences in their marriage and desire to enter into a Property Settlement Agreement and Child Custody Agreement which fully and equitably provides for a settlement of their property rights and child custody, visitation and support;

NOW, THEREFORE, in anticipation that Johh Wayne Cunningham, hereinafter referred to as the plaintiff will file a complaint for an absolute divorce in the Circuit Court for Davidson County, Tennessee, against Joyce Marie Cunningham, hereinafter referred to as the defendant, all as captioned above; said parties agree as follows:

1. The plaintiff shall be awarded custody of the minor

children of the parties with any and all rights of visitation to the defendant.

2. The defendant shall receive such of the furniture and furnishings of the home of the parties at 300 Bart Drive, Antioch, Tennessee, as she shall choose and remove from said home prior to the final decree of divorce in this cause. The remainder of the furniture and furnishings shall go to the plaintiff.

3. The Plaintiff shall receive the home of the parties located at 300 Bart Drive, Antioch, Tennessee, 37013 for his sole and separate estate and shall hold the defendant harmless with regard to any and all payments thereon. It is further agreed that since the defendant's father, Steven Cito, has invested $11,500.00 in adding two (2) rooms to said real property (in which he is currently living) plaintiff agrees to continue to allow him to live in said home so long as he and the plaintiff continue to get along, it being understood that plaintiff will not harass or make life a hardship for the defendant's father; however, plaintiff reserves the right to require the defendant's father to move out of said home should the plaintiff determine, in his sole discretion, that he and defendant's father can not continue to reside in the same home. The parties further agree that plaintiff shall execute, concurrent with the final decree of divorce, an instrument conveying to defendant's father a lien interest in said real property to the extent of $11,500.00 with the provision that at such time as plaintiff shall convey, sell or otherwise transfer said real property to any person or persons other than the children of the plaintiff and defendant, the defendant's father, his heirs and assigns (by Will or otherwise), shall have the right to receive $11,500.00. The afore said shall be accomplished by plaintiff executing an $11,500.00 Deed of Trust Note and Deed of Trust on the premises; with said Note being callable, without interest, by the defendant's father, his heirs and assigns at any time plaintiff, his heirs or assigns, shall transfer, sell or convey said real property to any person or persons other than the children of plaintiff and defendant. Said Deed of Trust and Note shall constitute a second mortgage on said real property. Defendant agrees to join in the execution of said

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

Deed of Trust Note and Deed of Trust. It is further agreed that at such time as the plaintiff shall transfer, sell or convey said real property to any person or persons other than the children of plaintiff and defendant, then the defendant's father, Steven Cito shall receive the $11,500.00 in payment of his Deed of Trust and Note and the remainder of the equity in the property shall be divided sixty percent (60%) to the plaintiff, John Wayne Cunningham and forty percent (40%) to the defendant, Joyce Marie Cunningham and the final decree of divorce shall impose a lien upon said real property in favor of the said Joyce Marie Cunningham for this purpose which lien shall be the third lien on the property with the first one being the existing first mortgage and the second one being the $11,500.00 second mortgage to Steven Cito.

4. It is agreed that the realty mentioned above is described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 381 on the Plan of Antioch Park, Section 5, as of record in Book 4460, Page 58, Register's Office for Davidson County, Tennessee.
>
> SAID Lot No. 381 fronts 77 feet on the northerly side of Bart Drive and extends back 215 feet on the easterly line and 127 feet on the westerly line to a broken line in the rear, measuring 135.43 feet thereon.
>
> BEING the same real property conveyed to John Wayne Cunningham and wife, Joyce Marie Cunningham by deed from Donald Jack Hargrove and wife, Vilvinda Lou Hargrove as of record in Book 5005, Page 590, Register's Office for Davidson County, Tennessee.

5. It is agreed that the plaintiff shall receive title to the 1968 Volkswagon automobile which he currently drives and defendant agrees to execute, at plaintiff's request, any and all papers and documents necessary to transfer title to said Volkswagon automobile to the plaintiff; and it is further agreed that the final decree of divorce will likewise divest the defendant of her interest in said automobile and shall vest the same in the plaintiff for his sole and separate estate; and,

It is further agreed that the defendant shall receive the title to the 1971 Fort Pinto automobile which she is driving and that the plaintiff will, upon request of the defendant, execute any and all papers and documents for her sole and separate estate; and the final decree of divorce shall likewise divest the plaintiff of

his interest in said automobile and shall vest the same in the defendand for her sole and separate estate.

6. The plaintiff hereby agrees to pay, when and as due, the existing debts of the parties, of which he has knowledge, as of the time of the execution of this agreement; and he agrees to hold the defendant harmless with regard to such debts.

7. The parties agree that the defendant is not in a position to pay child support on a month to month basis; however, the defendant does agree to pay One Hundred and Twenty Dollars ($120.00) per month child support until there is no minor child of the parties under the age of eighteen (18); however, such payments will not be made through the Court but will be made directly to the plaintiff. Defendant recognizes that should the plaintiff die, become disabled, or otherwise be unable to care for said children, her responsibility in regard thereto is not limited nor extinguished.

8. It is further agreed that, at such time as the final decree of divorce is entered in this cause, the defendant's father shall concurrently become a third party beneficiary of this agreement with the right to enforce that portion of the same applicable to the creation of rights in his favor.

EACH OF THE PARITES HERETO AGREES THAT HE OR SHE HAS FULLY READ THIS AGREEMENT AND EITHER UNDERSTANDS IT OR HAS HAD IT EXPLAINED TO HE OR SHE, AS THE CASE MAY BE, BY SUCH PARTY AS HE OR SHE MAY SEEK OUT FOR ADVISE: AND EACH RECOGNIZES THIS AGREEMENT AS BEING ON FOR A VALUABLE CONSIDERATION AND FULLY ENFORCEABLE IN LAW OR EQUITY.

IN WITNESS WHEREOF WE have hereunto set our hands on this the 25th day of August, 1981.

s/John Wayne Cunningham
JOHN WAYNE CUNNINGHAM

/Joyce Marie Cunningham
JOYCE MARIE CUNNINGHAM

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the within named, John Wayne Cunningham and Joyce Marie Cunningham and having been duly sworn, each of them did acknowledge that he or she executed the within instrument

for the purposes therein contained and as the free act and deed of each; and each did swear to and subscribe the same before me, a Notary Public, in and for the State and County aforesaid.

WITNESS my hand and official seal at office in Nashville, Tennessee, on this the 25th day of August, 1981.

s/Steven Jaynes
NOTARY PUBLIC

MY COMMISSION EXPIRES: July 21, 1984

It is therefore ORDERED, ADJUDGED, and DECREED by the Court that the bonds of matrimony heretofore subsisting by and between the parties are perpetually dissolved and that the complainant is awarded an absolute divorce and restored to all the rights and privileges of an unmarried person on the grounds of irreconcilable differences, and, that the costs of this cause are ADJUDGED against the complainant; for all of which let execution issue if necessary.

It is further ORDERED, ADJUDGED and DECREED by the Court that the Property Settlement Agreement set forth above is in all things ratified and approved by the Court and in order to properly enforce each and every provision of said agreement, the same is ADJUDGED and DECREED as though DECREED separately.

ENTERED THIS _____ DAY OF _____ 1981.

BENSON TRIMBLE, JUDGE

1-22-81

APPROVED FOR ENTRY:

John G Doak

JOHN G. DOAK, ATTORNEY FOR COMPLAINANT
2740-A Old Lebanon Road
Nashville, TN 37214
(615)889-1112

CERTIFICATE

I certify that I have mailed a copy of this final decree to the defendant in this cause at her last known address of 300 Bart Drive, Antioch, TN 37013.

John G Doak

JOHN G. DOAK, ATTORNEY

15805.

IDENTIFICATION REFERENCE

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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* 22nd *day of* JANUARY, *19* 82, *in Case Number* 81D-2932 *between* JOHN WAYNE CUNNINGHAM *Plaintiff, and* JOYCE MARIE CUNNINGHAM *Defendant, as same remains of record in Book* 124A, *Page* 186 *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* 21st *day of* May *in the year one thousand nine hundred and* Ninety-One *and in the* 215th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Mary Bisbee *D.C.*

Form #GR-117