8-13-80
40C/1867

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 8469 PAGE 31

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|---|---|---|
| DOROTHY IRENE ARMSTRONG<br><br>Plaintiff | ) | |
| vs. | ) | NO. 80D-438 |
| CHRISTOPHER JEROME ARMSTRONG,<br><br>Defendant | ) | |

5:00 10 '23 01.01 01CASH 12.00

FINAL DECREE

This cause came on to be heard before the Honorable Stephen North, Judge of the Fifth Circuit Court for Davidson County, Tennessee this 12th day of August, 1980 on the Complaint for absolute divorce heretofore filed, the Answer and Counter-Complaint of defendant Christopher Jerome Armstrong having been withdrawn, testimony of the plaintiff in open court, statement of counsel and the entire record, from all of which the Court finds that irreconcilable differences exist between the parties and a divorce should be granted to the plaintiff on the grounds of irreconcilable differences and the settlement agreement heretofore entered into by and between the parties should be approved in all respects; the Court further finds that the plaintiff's maiden name of Patterson should be restored.

It is therefore, ORDERED, ADJUDGED and DECREED by the Court that the plaintiff be and hereby is awarded an absolute divorce from the defendant on the grounds of irreconcilable differences.

It is further ORDERED that the settlement agreement hereinafter copied verbatim is approved in all respects and becomes the order of the Court.

SETTLEMENT AGREEMENT

This agreement is made between Dorothy Irene Armstrong, hereinafter called Wife, and Christopher Jerome Armstrong, hereinafter called Husband.

WITNESSETH:

WHEREAS, these parties have been married since August 15, 1977, and there are no minor children born of this marriage; 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 Fifth 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. PERSONAL PROPERTY. The parties have heretofore divided their personal property among themselves. All furniture, furnishings and personal effects presently in the possession of Wife shall be her sole and separate property. All furniture, furnishings and personal effects presently in the possession of Husband shall be his sole and separate property. Further the parties agree that the fence located at 3128 Brickdale Lane is the property of Wife and may be removed by her at her convenience.

2. DEBTS. It is agreed that the parties shall be responsible for the payment of any 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 said accounts when due.

3. REAL PROPERTY. It is agreed that the house and lot titled in Husband's and Wife's names shall be vested solely in Husband. Said property is located at 3128 Brickdale Lane and is more specifically described in Book 5343, Page 402 of the Registrar of Deeds Office, Davidson County, Tennessee, to wit:

> Being Lot No. 485 on the Plan of PARKWOOD ESTATES, Section 3, which is of record in Book 3300, Page 31, Register's Office for Davidson County, Tennessee.
>
> Being the same property conveyed to James LeRoy Tidwell et ux Marcella Jean Tidwell by deed of record in Book 4641, Page 926, Register's Office for Davidson County, Tennessee.
>
> This conveyance is subject to restrictions of record in Book 3313, Page 402, Register's Office for Davidson County, Tennessee.

It is agreed that Wife will execute any and all documents necessary to have the title to the real property located at 3128 Brickdale Lane titled and vested solely in Husband's name.

It is agreed that all right, title and interest that Wife may have or claim to have in the real property located at 3128 Brickdale Lane is divested from her and vested in Husband.

4. INJUNCTION. The parties agree that they are each permanently enjoined from coming about the other for the purpose of and from harassing, molesting, assaulting, threatening or harming the other in any manner whatsoever.

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

6. The parties desire that this Agreement be incorporated as a part of any final decree of divorce that may hereafter be entered in the Fifth 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.

7. 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.

8. 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, and that the parties hereto have been represented by the respective attorneys in connection with the negotiation and preparation of this Agreement. 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.

| | |
|---|---|
| S/S<br>CHRISTOPHER JEROME ARMSTRONG | S/S<br>DOROTHY IRENE ARMSTRONG |
| Date 8/6/80 | Date 8/12/80 |
| S/S<br>SUSAN SHORT-KELLY<br>Attorney for Husband | S/S<br>WALTER CLARK<br>Attorney for Wife |

It is further ORDERED by the Court that the plaintiff's name, Armstrong, be changed to her maiden name of Patterson.

It is further ORDERED by the Court that the costs of the cause be paid by the defendant Christopher Jerome Armstrong for which execution may issue if necessary.

It is further ORDERED by the Court that both parties are hereby permanently enjoined from coming about the other party for the purpose of harassing, molesting, assaulting or harming the other party in any manner whatsoever.

ENTER this 13th day of August, 1980.

STEPHEN NORTH, JUDGE

APPROVED FOR ENTRY:

WALTER S. CLARK, JR.
Attorney for Plaintiff
420 Stahlman Building
Nashville, Tennessee 37201

Pick-up

OCT 23 8 05 AM '91

IDENTIFICATION REFERENCE

5.6.264.

Carbon Copy to: Susan Short-Kelly
Attorney for Defendant
Legal Services of Middle Tennessee, Inc.
1512 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219

August 12, 1980

# 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* FIFTH *Circuit Court for Davidson County, Tennessee, on the* 13TH *day of* AUGUST, *19* 80, *in Case Number* 80D-438 *between* DOROTHY IRENE ARMSTRONG *Plaintiff, and* CHRISTOPHER JEROME ARMSTRONG *Defendant, as same remains of record in Book* 40C, *Page* 1867 *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* 23RD *day of* OCTOBER *in the year one thousand nine hundred and* NINETY-ONE *and in the* 216TH *year of American Independence.*

**GEORGE L. ROOKER,** *Clerk,*

*By* Lay Barker *D.C.*

**Form #GR-117**