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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

D.C.

MARY ANN WARREN SMITH)
)
VS.) NO. 83D-3864
)
RICHARD KEITH SMITH)

FINAL DECREE BOOK 8886 PAGE 44

THIS CAUSE came on to be heard before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original complaint for absolute divorce filed by the Wife, property settlement agreement entered into between the parties, default judgment duly rendered, testimony of Wife heard in open Court, statement of counsel for Wife, and from the entire record in this cause, from all of which the Court finds that the allegation of Wife's complaint has been sustained by the proof, that is, that certain irreconcilable differences have arisen between the parties, causing them to separate and live apart, and therefore, the Wife is entitled to an absolute divorce.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting between the parties be, and the same hereby are, forever and perpetually dissolved, and the Wife, Mary Ann Warren Smith, is awarded an absolute divorce of and from the Husband, Richard Keith Smith, and restored to all the rights and privileges of an unmarried person.

It further appearing to the Court that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of the children and for the equitable settlement of any property rights between the parties, said written property settlement agreement is in words and figures as follows; to-wit:

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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARY ANN WARREN SMITH) MB D.C.

VS.) NO. 83D-3864

RICHARD KEITH SMITH)

BOOK 8886 PAGE 45

PROPERTY SETTLEMENT AGREEMENT

THIS PROPERTY SETTLEMENT AGREEMENT, made on this the 5th day of October, 1983, by and between MARY ANN WARREN SMITH, hereinafter referred to as the "Wife", and RICHARD KEITH SMITH, hereinafter referred to as the "Husband", both parties being citizens and residents of Davidson County, Tennessee.

W I T N E S S E T H:

WHEREAS, the parties hereto were married on June 19, 1969 in Nashville, Davidson County, Tennessee; and

WHEREAS, the parties agree that certain irreconcilable differences have arisen between them causing them to separate and live apart and each state that it is their mutual desire that their marriage be terminated by divorce; and

WHEREAS, the Wife filed a suit for divorce in the Circuit Court for Davidson County, Tennessee, Docket Number 83D-3864, seeking, among other things, an absolute divorce; and

WHEREAS, the parties desire to enter the following Property Settlement Agreement as a complete and final settlement with respect to all questions of custody, child support, and the division of their property.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. The Wife shall have and retain custody of the minor children of the parties, Marla LaSonya Smith and Christopher Keith Smith, with the Husband having the right to visit and be with said children at reasonable times and places.

2. The Husband shall pay directly to the Wife the sum of Four Hundred ($400.00) Dollars per month, as and for the support and maintenance of the minor children of the parties. Said amount is payable in two installments of Two Hundred ($200.00) Dollars each on the 1st and 15th of each month, commencing on the 1st day of June, 1983.

3. The Wife shall be divested of all of her right, title and interest in and to the real property owned by the parties located at 117 Larkin Springs Road, Madison, Davidson County, Tennessee and said property shall vest solely in the Husband. Husband agrees to pay and be responsible for any and all outstanding indebtedness against said property, including taxes and insurance, and agrees to hold the Wife harmless from same.

Said real property is more particularly described as follows:
BEING Lot No. 4 on the Pla of 21 lots on the east side of Larkin Spring Road, W. I. Love property, which Plat is not of record, but is on file in the office of Guaranty Title Company of Nashville, Tennessee, described as follows:
BEGINNING at a point on the east margin of Larkin Spring Road, 426 feet south of Old Hickory Boulevard; thence south with said east margin 100 feet to an unnamed street; thence east with the north boundary line of said street 400 feet to an iron pin; thence northerly, parallel to the aforesaid road 100 feet to a point 300 feet, more or less,
** Please see attached for remainder of property description.

4. The Wife shall keep and retain all of the household furniture, appliances and furnishings accumulated by the parties during the marriage, and shall also keep and retain all of her clothing and personal property. The Husband shall keep all of his clothing and personal property. Each party shall disclaim any right, title and interest in and to the property of the other.

5. The Husband agrees to maintain and keep in full force and effect hospitalization and medical insurance on behalf of the minor children of the parties, and agrees to pay and be responsible for one-half (½) of all medical, doctors, hospital, and dental expenses incurred on behalf of the children which are not covered by said insurance.

6. Husband agrees to maintain and keep in full force and effect life insurance on his life with the minor children of the parties being named as the beneficiaries under said policy or policies.

7. The Husband agrees to pay and be responsible for one-half (½) of all expenses incurred by the Wife for the children's clothing.

** property description

south of the south line of Block "A" of the Anderson Subdivision, as recorded in Book 974, pages 36 and 37, of the Register's Office for Davidson County, Tennessee; thence westerly 400 feet to the point of beginning.

BEING the same property conveyed to Richard K. Smith and wife, Mary Ann Smith, by deed from Curtis Nelson Lannom and wife, Charlene Lannom, of record in Book 5339, page 458, Register's Office for Davidson County, Tennessee.

8. Attorney's fees in the amount of Three Hundred Fifty ($350.00) Dollars owing to Morris Levine and the court costs incurred in connection with this cause are to be split between the parties, with each party hereto paying one-half (½) of same.

9. It is further mutually agreed and understood that after the signing of this instrument, both parties are to be forever barred from any right, claim, dower or interest in and to the property of the other.

10. It is further agreed by and between the parties hereto that on execution of this agreement, neither party will use or attempt to use the credit of the other for any purpose whatsoever, without first obtaining the written permission or consent of the other party.

11. This agreement is meant and intended by the parties hereto to be a post-nuptial property settlement agreement and is to be a full, final and complete release by each party, of any interest whatsoever, which each party may now or hereinafter have in the property of the other, as herein provided.

IN WITNESS WHEREOF, the parties have hereunto set their signatures on the day and date first above set out, this agreement having been executed in duplicate with each of the parties hereto taking a copy thereof.

Mary Ann Smith

MARY ANN WARREN SMITH

Richard Keith Smith

RICHARD KEITH SMITH

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named MARY ANN WARREN SMITH, with whom I am personally acquained and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee this 5th day of October, 1983.

Trina R. Scarpetta
Notary Public

My Commission Expires: 10/20/85.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named RICHARD KEITH SMITH, with whom I am personally acquainted and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee this 13th day of July, 1983.

Trina R. Scarpetta
Notary Public

My Commission Expires: 10-20-85.

IT IS, THEREFORE, FURTHER ORDERED, ADJUDGED AND DECREED by the Court that said agreement be, and the same hereby is, confirmed, approved and ratified by the Court, and is made a part of this decree for all purposes contained therein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the costs of this cause are taxed to the Wife and the Husband equally, for which let execution issue, if necessary.

ENTER this 24th day of August, 1984.

JUDGE

APPROVED FOR ENTRY:

MORRIS LEVINE, Attorney for Wife
1119 Stahlman Building
Nashville, Tennessee 37201

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to the Husband, Richard Keith Smith, to his last known address, c/o Metropolitan Police Department, 3800 Charlotte Avenue, Nashville, Tennessee, 37209, on this _____ day of September, 1984.

MORRIS LEVINE

99673

IDENTIFT REFERENCE

MAR 11 3 19 PM '93

DAVIDSON COUNTY, TN

BOOK 8886 PAGE 51

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* 24th *day of* September, *19* 84, *in Case Number* 83D-3864 *between* Mary Ann Warren Smith *Plaintiff, and* Richard Keith Smith *Defendant, as same remains of record in Book* 139B, *Page* 1022 *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* 26th *day of* February *in the year one thousand nine hundred and* ninety-three *and in the* 217th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By D.C. Russell, *D.C.*

Form #GR-117