146A/2703

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ANDREA COLLINS BEECH,

Plaintiff,

BK 5590 PAGE 544

119-11

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vs.

No. 85D-732

BERNICE TERRY BEECH,

Defendant.

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GEORGE C. ... CLERK

R. Rankin D.C.

FINAL DECREE

This cause came on to be heard on the 18th day of July, 1985, before the Honorable Muriel Robinson, Judge, upon the original Complaint for Absolute Divorce heretofore filed by the Complainant, Andrea Collins Beech, submission to the Court of a Property Settlement Agreement, testimony of the Complainant, statement of counsel for Complainant, and from the entire record in this cause. From all of which it appears to the Court that these parties have suffered irreconcilable differences pursuant to T.C.A. §36-4-101(11). It is therefore

ORDERED AND ADJUDGED by the Court that the bonds of matrimony heretofore subsisting between the parties be, and the same are, hereby forever and perpetually dissolved, and the Complainant, Andrea Collins Beech, is granted an Absolute Divorce from the Defendant, Bernice Terry Beech, and restored to all the rights and privileges of an unmarried person.

It is further ORDERED AND ADJUDGED by the Court and the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties, which Agreement is incorporated as follows:

85D-732

PROPERTY SETTLEMENT AGREEMENT

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WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson County, Tennessee, a Complaint for absolute divorce filed by ANDREA COLLINS BEECH, hereinafter referred to as "Wife" against BERNICE TERRY BEECH, hereinafter referred to as "Husband", under Docket No. 85D-732, and

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WHEREAS, these parties are presently living separate and 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.

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

(1) CONSIDERATION: The consideration for this agreement is the mutual promises and agreements herein contained.

(2) NO INTERFERENCE: Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

(3) TAX EXEMPT STATUS: This agreement is a transfer of appreciated property between spouses in connection with a divorce and is not a sale or exchange or other disposition, but is an equal division of property by co-owners.

(4) TRIAL: Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

(5) HOME: All right, title and interest which the Husband has in and to the home and lot of the parties, located at 2619 Live Oak Road, Nashville, Davidson County, Tennessee, shall be divested from him, and the sole and exclusive ownership in said property

shall be awarded to Wife, in fee simple absolute. Husband shall be responsible for the apyment of the balance of mortgage indebtedness on said home, including the first mortgage with Metropolitan Federal Savings & Loan, and the second mortgage with the U. S. Courthouse Credit Union, and shall hold Wife harmless from said payments and indemnify her therefrom. In lieu of Husband's equitable interest in said home, Husband shall be awarded a judgment lien in a sum equal to one-half (1/2) of the net proceeds at the time of the sale of the home, not to exceed a maximum of Twenty Five Thousand Dollars ($25,000.00), without interest, and for all of which Husband shall be awarded a lien against the aforementioned property; however, said lien shall be unenforceable until such time as Wife dies, remarries, or decides to sell the property, whichever is the first event to occur. If Wife remarries or decides to sell the home, she shall have the first right and option to pay off Husband's judgment lien aforementioned. In the event that Husband dies prior to the payment of the judgment lien, it is agreed by the parties that his death shall act as an extinguishment of the judgment lien, and his estate nor any successors or assigns shall have a claim for the amount of the judgment lien against the property. The agreement by Husband to pay the first and second mortgages shall be considered an award of alimony.

(6) AUTOMOBILES: The 1978 Oldsmobile shall become the sole and exclusive property of Wife. The 1983 Honda Accord shall become the sole and exclusive property of Husband, it being his responsibility to pay the balance of mortgage indebtedness thereon, which obligation shall be considered an award of alimony and nondischargeable in bankruptcy. The 1983 Honda Civic automobile shall become the sole and exclusive property of the daughter, and Wife agrees to pay the balance of mortgage indebtedness thereon.

(7) DEBTS: Husband agrees to pay the outstanding debts incurred during the marriage, and shall hold Wife harmless and indemnify her from any responsibility thereon.

(8) COURT COSTS AND ATTORNEY FEES: Husband agrees that he will pay all Court costs, and one-half (1/2) of Wife's attorney's fees.

(9) FURNITURE AND FURNISHINGS: Husband shall retain the sole and exclusive ownership of the master bedroom suite, and den furniture. All right, title and interest in the remaining furniture and furnishings shall become the sole and exclusive ownership of Wife.

(10) MISCELLANEOUS: The parties acknowledge that each shall retain complete ownership and control of they separate life insurance policies, bank accounts, retirement and pension plans, free from any claim by the other party.

(11) ACCEPTANCE BY THE PARTIES: With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a nondischargeable debt under 11 USC §523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Property Settlement Agreement.

(12) FAIRNESS OF AGREEMENT: Wife acknowledges that the provisions of this Agreement for her support and maintenance are fair, adequate and satisfactory to her and in the keeping with her accustomed standard of living and her reasonable requirements.

(13) VOLUNTARY ACCEPTANCE: The provisions of this Agreement and their legal effect have been fully explained to the parties by counsel and each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

(14) ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

(15) ADDITIONAL INSTRUMENTS: Both parties agree to sign any and all deeds, titles, documents 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 prior to the signing hereof, and that they have signed same voluntarily.

WITNESS OUR HANDS, this 2 day of April 1985, 1985, as to the Wife, and the 2nd day of April, 1985, as to the Husband.

Andrea Collins Beech
ANDREA COLLINS BEECH, WIFE

Bernice Terry Beech
BERNICE TERRY BEECH, HUSBAND

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STATE OF TENNESSEE

I, ~~GEORGE L. BOOKER~~, 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 July, 19 85, in Case Number 85D-732 between Andrea Collins Beech Plaintiff, and Bernice Terry Beech Defendant, as same remains of record in Book 146A, Page 2703 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 18th day of March in the year one thousand nine hundred and Ninety-three and in the 217th year of American Independence.

~~GEORGE L. BOOKER~~, Clerk.

By _____, D.C.

Form #GR-117

STATE OF TENNESSEE

COUNTY OF DAVIDSON

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Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named ANDREA COLLINS BEECH, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 2nd day of April, 1985.

Donna Lynn Ilek
NOTARY PUBLIC

My Commission Expires: Jan 10, 1989

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 BERNICE TERRY BEECH, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 2nd day of April, 1985.

Donna Lynn Ilek
NOTARY PUBLIC

My Commission Expires: 1-10-89

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The court costs in this matter is to be taxed to the Defendant, Bernice Terry Beech, for all of which execution may issue if necessary.

JUDGE

APPROVED FOR ENTRY:

7-22-85

JACKSON, TANNER & REYNOLDS

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BY: ROBERT L. JACKSON
SOLICITOR FOR COMPLAINANT
216 Third Avenue North
Nashville, TN 37201

BY: LAURA Y. GOODALL
SOLICITOR FOR COMPLAINANT

CERTIFICATE OF SERVICE

I hereby certify that a copy of this Final Decree has been mailed to the defendant, Bernice Terry Beech, 2619 Live Oak Road, Nashville, Tennessee 37210, on this the 18th day of July, 1985.

LAURA Y. GOODALL
Solicitor for Complainant

01395

FILED FOR REFERENCE

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