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1981 SEP 22 P

GEORGE L. ROOKER, C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

STANLEY RAY JUDKINS)
Complainant)
v.)
NICOLETTE ANN JUDKINS)
Respondent)

No. 81-D-1867

162-6
373

FINAL DECREE

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This cause came on to be heard the 22nd day of September, 1981 before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the Complainant's Complaint and Property Settlement Agreement signed by the Complainant and Respondent. After statement of counsel and the testimony of the Complainant, the Court finds as a matter of fact that the parties have irreconcilable differences.

It is therefore ORDERED, ADJUDGED and DECREED by the Court that the Complainant, Stanley Ray Judkins, be and is hereby awarded an absolute divorce from the Respondent, Nicolette Ann Judkins and the bonds of matrimony heretofore subsisting between the parties are forever and perpetually dissolved and the Complainant is restored to all the rights and privileges of an unmarried person.

It further appearing to the Court that the parties hereto have entered into a Property Settlement Agreement which is stated as follows:

2.6.8 7.0

IDENTIFICATION REFERENCE

JUN 4 12 57 PM '93

CLIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

PICK-UP

3739 06/04 0101 01CASH

36.00

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

STANLEY RAY JUDKINS,)
Complainant,)
)
vs.) Docket No. 81D—1867
)
NICOLETTE ANN JUDKINS,) BOOK 8971 PAGE 702
Respondent.)

PROPERTY SETTLEMENT AGREEMENT

The parties to this Agreement are STANLEY RAY JUDKINS and NICOLETTE ANN JUDKINS, both of whom were married on May 27, 1971 in Hartsville, Tennessee, and to which marriage two (2) children have been born.

The parties have determined that they have certain irreconcilable differences which they cannot reconcile and for which a divorce should be granted.

The complainant, Stanley Ray Judkins, shall hereinafter be referred to as Husband, and the respondent, Nicolette Ann Judkins, shall hereinafter be referred to as Wife.

NOW THEREFORE, the parties to this Property Settlement Agreement agree as follows, to-wit:

I.

DIVORCE

That the Husband shall obtain an absolute divorce based upon the ground of irreconcilable differences.

II.

CHILD CUSTODY

The Husband and Wife agree that the custody of the parties' minor children will be placed with the Wife and that the Husband shall be granted visitation at all reasonable times and places.

III.

CHILD SUPPORT

The Husband and Wife agree that the Husband will pay directly to the Wife, the sum of One Hundred Dollars per month

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

per child for the support and maintenance of the parties two (2) minor children: Brian Ray Judkins, age 8, and Michelle Lea Judkins, age 4, thus making child support payments a total of Two Hundred ($200.00) Dollars per month. The Husband and Wife further agree that when either child reaches eighteen (18) years of age, or is otherwise emancipated, or upon the death of either child before that child reaches the age of eighteen (18) years, that the child support payment of One Hundred Dollars per month for that particular child will cease. The child support payments will begin with the signing of this agreement by both parties.

It is further agreed by the Husband and Wife that the Wife will keep both children under major medical and hospitalization insurance coverage through her employment with L. M. Berry.

IV.

DEPENDENTS FOR INCOME TAX PURPOSES

The Husband and Wife agree that the Husband will claim the minor child Brian Ray Judkins as a dependent for federal income tax purposes and that the Wife will claim the minor child, Michelle Lea Judkins as a dependent for income tax purposes for the 1981 tax year forward.

V.

REAL PROPERTY

The Husband and Wife own a house and lot located at 112 Bess Court South in Antioch, Davidson County, Tennessee. Said property is held by the parties as tenants by the entireties and is more accurately described as:

> LAND in Davidson County, Tennessee being Lot No. 80 on the Plan of the Resubdivision of Lots 80 and 81 of Bess Estates, Section 2, of record in Book 5060, page 20, Register's Office for said county.
>
> SAID Lot No. 70 fronts 44.93 feet on the northerly margin of Bess Court South and extends back 190.00 feet on the southeasterly line and 108.45 feet on the southwesterly line to a broken line in the rear measuring 188.42 feet thereon.
>
> BEING the same property conveyed to Stanley Ray Judkins and wife, Nicolette Ann Judkins by deed from Dan Duer and wife, Jeanie Duer as of record in Deed Book 5124, page 533, Register's Office for Davidson County, Tennessee.

The Husband and Wife agree that the property shall become vested solely in the Wife, the Husband relinquishing all of his

right, title and interest in said home, except as set out below.

The Wife shall become solely responsible for any and all mortgage payments, taxes, insurance and other assessments and amounts that may become due and owing on the house and lot and the Wife will be solely responsible for any upkeep and maintenance of said premises.

The Husband agrees to execute a Quitclaim Deed to the Wife, conveying all of his right, title and interest in said house and lot to the Wife, except that Husband will retain a lien on the property and house in the amount of Six Thousand, Five Hundred Dollars ($6,500.00) which represents the Husband's half of the equity in the house and lot at the time of this Property Settlement Agreement. This amount will become due and payable to the Husband if: (1) The Wife sells the house and lot or, (2) the Wife remarries. In the event of the Husband's death before the conditions, (1) or (2) above, occur, then the amount due to the Husband will be held by the Wife in trust for the use and benefit of the children of the parties, if they be minors, or in the event that they have reached majority age, then said amount will be payable equally to the children. The Quitclaim Deed will be executed upon the entry of a Final Decree of Divorce in the matter.

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VI.

PERSONAL PROPERTY

A. Household Items: The parties having separated in February of 1981, and certain belongings having been divided at that time, the Husband and Wife agree that all of the household furnishings, appliances, and other sundry household items located in the house and lot at 112 Bess Court, South, in Antioch, Davidson County, Tennessee, shall be divested out of the Husband and into the Wife, free and clear of any interest or claim of the Husband, and shall be considered the sole and exclusive property of the Wife.

The Wife agrees that any items of furnishings, appliances, or other sundry household items now in the possession of the Husband shall become the sole and separate property of the Husband, divested out of the Wife and into the Husband for his sole and separate use.

The Husband and Wife further agree that any and all remaining personal property of the Husband, including his clothing, tools, and all personal effects, shall become the sole and separate property of the Husband and these articles are divested out of the Wife and into the Husband for his sole and separate use, free of any claim of interest on the party of the Wife.

B. Automobiles: The Husband and Wife agree that the 1979 Pinto, titled to the Wife, shall become the property of the Wife and that any interest the Husband shall have therein shall be divested from him and into the Wife, free and clear of any interest the Husband may have therein. The Wife agrees to become solely responsible for any remaining indebtedness on the 1979 Pinto and agrees to hold the Husband harmless thereon.

The Husband and Wife agree that the 1973 Plymouth automobile owned by the parties and titled to the Wife shall become the sole and separate property of the Husband, and that ownership of said Plymouth shall be divested out of the Wife and into the Husband. The Wife agrees to retitle the car in the Husband's name and will execute the necessary documents upon the granting of a Final Decree of Divorce in this cause.

C. Boat, Motor and Trailer: The Husband and Wife agree that the fourteen (14) foot Ensign boat, motor and trailer, owned by the parties shall become the sole property of the Husband and that any right, title and interest which the Wife may have in said boat, motor and trailer, shall be divested out of the Wife and into the Husband. The Husband and Wife further agree that the Husband shall remain liable for any indebtedness on the boat, motor and trailer and that the Wife shall be held harmless thereon.

D. Miscellaneous: The Husband owns certain stock through his employment at Clement Paper Company. It is agreed by the Husband and Wife that this stock shall become the sole and separate property of the Husband, and the Wife relinquishes any right title and interest she may have in said stock.

E. Debts: There are no joint debts of the parties, other than as set forth above regarding the indebtedness on the 1979 Pinto and the fourteen (14) foot Ensign boat motor and trailer. The

Husband and Wife agree to hold each other harmless on any debts which they have incurred since the time of their separation February of 1981, and until the time a Final Decree of Divorce is entered in this cause.

VII.

ATTORNEY'S FEES

Assuming that this case is tried on the grounds of irreconcilable differences, the Husband and Wife agree that attorney's fees will be split by them, each paying one-half (1/2) of the total fee of Two Hundred Dollars ($200.00). The parties agree that this fee will be paid as promptly as possible.

VIII.

COURT COSTS

Assuming that this case is tried on the grounds of irreconcilable differences, the Husband and Wife agree that the court costs incurred, including the advance filing fee of Fifty Dollars ($50.00) will be split equally by the Husband and Wife. Further, the parties agree that these costs will be paid as promptly as possible.

IX.

FINAL SETTLEMENT

In the event that the Husband obtains a divorce from the Wife on the grounds of irreconciable differences, it is agreed that this Agreement shall be presented to the Court for its approval and, if approved, shall be made a part of any divorce decree granted to the parties. It is further understood between the parties that this Agreement represents a full and final settlement of all claims which either may have against the other arising out of their marriage and is a full, final and complete disposition of the property rights of each of the parties and each of the parties releases any claims which he or she may have against the other in any way arising out of the marriage.

IN WITNESS WHEREOF, the parties have read this instrument and familiarized themselves thoroughly with its contents, signed and

executed this instrument without any duress, threats or coercion in any way.

Stanley Ray Judkins
STANLEY RAY JUDKINS

STATE OF TENNESSEE)
) ss:
COUNTY OF DAVIDSON)

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Sworn to and subscribed before me this 15th day of May, 1981.

Melissa Nell
NOTARY PUBLIC

My commission expires:
October 21, 1984

Nicolette Ann Judkins
NICOLETTE ANN JUDKINS

STATE OF TENNESSEE)
) ss:
COUNTY OF DAVIDSON)

Sworn to and subscribed before me this 6th day of May, 1981.

Brenda F. Bentley
NOTARY PUBLIC

My commission expires:
1-20-85

The Court finds that the parties have made adequate and sufficient provisions, by written agreement, for the equitable settlement of any property rights between them. The Court, further, affirmatively finds that the Agreement is sufficient and equitable in all respects.

The Court, further, affirmatively finds that the parties have made adequate and sufficient provisions, by written agreement, for the custody and maintenance of the parties' children of this marriage.

It is further ORDERED, ADJUDGED and DECREED by the Court that the Property Settlement Agreement heretofore entered into by the parties to this cause is in all things ratified, approved and confirmed by the Court and is made a part of this Decree for all purposes contained therein.

Enter this _____ day of _____, 1981.

JUDGE BENSON TRIMBLE

APPROVED FOR ENTRY:

9-22-81

PATRICIA R. YOUNG
Attorney for Complainant
1601 Parkway Towers
Nashville, Tennessee 37219
(615) 244-8630

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Final Decree has been furnished to Nicolette Ann Judkins, 112 Bess Court, South, Antioch, Tennessee by U.S. Mail on this 22nd day of September 1981.

PATRICIA R. YOUNG

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STATE OF TENNESSEE

I, **RICHARD R. 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 _22 day of _SEPTEMBER , 19 _81 , in the Case Number _81D1867 between _JUDKINS, STANLEY Plaintiff, and _JUDKINS, NICOLETTE Defendant, as same remains of record in Book 122C , Page _01930 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 _04 day of _JUNE in the year one thousand nine hundred and _ninety-three and in the _217th_ year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By Mary H. Barkley
Deputy Clerk