155A/32

IN THE FOURTH CIRCUIT COURT FOR
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

CONNIE LYNN DECKER MINER,)
Plaintiff,)
VS.) NO. 85D-2851
EDGAR SCOTT MINER,)
Defendant.)

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FILED
DAVIDSON COUNTY, TN.
REGISTER

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IDENTIFICATION REFERENCE

FINAL DECREE

This cause came on the be heard on the 1st day of August, 1986, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the Complaint for Divorce filed by the Plaintiff. Upon hearing testimony of Plaintiff, statements of counsel for Plaintiff, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage.

It is, therefore, ORDERED, ADJUDGED and DECREED that the Plaintiff, CONNIE LYNN DECKER MINER, is hereby awarded an absolute divorce from the Defendant, EDGAR SCOTT MINER, on the grounds of irreconcilable differences, T.C.A. 36-801-II, and she is hereby restored to all the rights and privileges of an unmarried person.

The Court further finds that the current addresses of the parties are as follows:

Connie Lynn Decker Miner
6709 Fleetwood Drive
Nashville, Tennessee 37205

Edgar Scott Miner
5809 Couch Drive
Nashville, Tennessee 37209

It further appears to the Court that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties; and further, they have made adequate and sufficient provision for the custody and support of the minor children at this time. The Court hereby approves the Property Settlement Agreement and the same is hereby incorporated in words and figures as follows:

RECORDED AND
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT WAS UNSATISFACTORY WHEN RECEIVED

PROPERTY SETTLEMENT, CHILD CUSTODY AND CHILD SUPPORT AGREEMENT

This Agreement is entered into by and between EDGAR SCOTT MINER, hereinafter referred to as "Husband," and CONNIE LYNN DECKER MINER, hereinafter referred to as "Wife," subject to the following terms and conditions:

WITNESSETH

WHEREAS, Wife has instituted divorce proceedings against Husband in the Circuit Court for Davidson County, Tennessee, Civil Action Number 85D-2851; and

WHEREAS, the parties have reached an agreement regarding the support of their children and the disposition of their property; and

WHEREAS, the parties agree to obtain a divorce on the ground of irreconcilable differences; and

WHEREAS, it is the desire of the parties to settle their differences with respect to all property rights and obligations without the necessity of a full hearing;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the foregoing premises, and in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

1. DIVORCE. It is hereby agreed by the parties that the Court shall grant a divorce to the Wife on the ground of irreconcilable differences, and that each party shall be restored to all of the rights and privileges of an unmarried person.

2. REAL PROPERTY. The parties own real property located at 5809 Couch Drive, Nashville, Tennessee and more fully described as follows:

> Being Lot No. 60 on the Plan of West Park Addition, of record in Plat Book 2330, Page 39, Register's Office for Davidson County, Tennessee.

The parties agree that all right, title and interest in said property shall and hereby does vest in Husband. Wife agrees to and hereby does quitclaim all of her right, title and interest in said property to Husband and Husband agrees to hold

Wife harmless from any and all sums due and owing on said property.

3. PERSONAL PROPERTY. The parties have divided their personal property and shall retain said property presently in their possession. Specifically, Wife shall retain possession of the 1979 Ford Thunderbird, and agrees to hold Husband harmless from any and all sums due and owing on said automobile. Wife shall also retain one set of China, one General Electric television, microwave oven and stand, all of her personal belongings such as jewelry, pictures, and clothing and all of the children's toys and clothing.

Husband shall retain possession of the Realistic stereo system and stand, one General Electric television, Panasonic VHS, living room suite, coffee table and end tables and lamps, kitchen dishes, pots and pans, silverware, refrigerator, washer and dryer, dining table and chairs, hutch, towels and bath accessories, two dressers, night stand, bunkbeds, waterbed and pedestal, two ceiling fans, books and bookshelves, two woodstoves, hand tools and tool cabinet, weights and weight bench.

4. OUTSTANDING INDEBTEDNESS. Husband expressly agrees to pay the remainder of the debts owed for his doctor bills, former business bills, water bill, electric bill, and tool bills and agrees to hold Wife harmless from said debts. The parties agree to divide equally the doctor bills of the children already incurred and owing. The parties are not aware of any other joint debts currently outstanding. Husband and Wife each agree to be responsible for all debts incurred by them, individually, during their marriage, and to hold the other harmless for any such liabilities.

5. CHILD CUSTODY AND SUPPORT. Wife is granted permanent custody of the minor children of the parties. Beginning Friday, July 11, 1986, Husband agrees to pay child support in the amount of seventy-five ($75.00) dollars per week directly to Wife. Starting on September 1, 1986, Husband agrees to pay child support in the sum of eighty-five ($85.00) dollars per week, and beginning on January 1, 1987, Husband agrees to

pay child support in the amount of ninety-five ($95.00) dollars per week. The parties do hereby agree that the amount of child support shall be reduced to forty-seven dollars and fifty cents ($47.50) per week on October 21, 1994. Wife will maintain her current medical insurance for the minor children of the parties, which is paid for by her employer, and Husband and Wife will be equally responsible for all medical and dental costs incurred by the minor children which are not covered by said insurance, including, but not limited to the insurance deductible which Husband will pay directly to Wife as it is incurred.

6. VISITATION. Husband is hereby awarded visitation with the minor children of the parties every Saturday from 10:00 a.m. until 6:00 p.m. The parties shall alternate visitation on major holidays and the children's birthdays. Each party shall be allowed all day visitation with the children on the party's birthday.

7. ATTORNEYS' FEES AND COURT COSTS. Each party shall be responsible to their respective attorneys for any attorney fees. Husband agrees to pay all Court costs, if any, beyond the original filing fee already paid by Wife.

8. FUTURE ACQUIRED PROPERTY. It is mutually understood by the parties that any property of any kind or character hereafter acquired by either party shall be the sole and separate property of the party so acquiring it.

9. MARITAL RIGHTS. It is further understood and agreed that this Property Settlement Agreement is intended to be a final settlement of the property rights of the respective parties. Each party hereby waives and relinquishes to the other all rights or claims, not herein mentioned, that each may have against the other, including, but not limited to, statutory allowances, homestead rights, rights to take action against the will of the other, inheritance, insurance, descent or distribution, dower, curtesy, or any other inheritance or marital rights the parties may have acquired by virtue of their marriage. This Agreement shall be binding and inure to the benefit of the parties hereto, their personal representatives, heirs, and assigns.

10. MUTUAL UNDERSTANDING. It is understood and agreed

between the parties that this Agreement was entered into without undue influence, fraud, coercion, collusion, or misrepresentation, or for any other reason not herein stated. The provisions of this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that this Agreement is fair and equitable and is being entered into voluntarily.

11. INTERPRETATION. This Agreement shall be construed and interpreted in accordance with the laws of the State of Tennessee.

7/10/86
DATED

Edgar Scott Miner
EDGAR SCOTT MINER
"Husband"

7/8/86
DATED

Connie Lynn Decker Miner
CONNIE LYNN DECKER MINER
"Wife"

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in for the aforementioned County and State, the within named EDGAR SCOTT MINER, who stated under oath that he executed the foregoing instrument for the purposes contained therein.

This, the 10th day of July, 1986.

Thomas C Vance
NOTARY PUBLIC

My Commission Expires:
7/27/86

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for the aforementioned County and State, the within named CONNIE LYNN DECKER MINER, who statedunder oath that she executed the foregoing instrument for the purposes contained therein.

This, the 8th day of July, 1986.

Carole K. Hodde
NOTARY PUBLIC

My Commission Expires:
1-19-88

PHOTOCOPY USED
THE BEST IMAGE OF THE DOCUMENT APPEARING IN
THIS BOOK WAS USED WHEN RECORDED

It is ORDERED, ADJUDGED and DECREED that all provisions of said Property Settlement Agreement are hereby approved and made the judgment of the Court. It is further ORDERED that unless specifically ordered by the Court, the child support shall not be reduced or prorated.

The final costs of this cause will be paid by the Defendant, for which execution may issue if necessary.

This the 6th day of August, 1986.

MURIEL ROBINSON, JUDGE

Approved For Entry:

Thomas W. Brothers
213 Third Avenue, North
Nashville, Tennessee 37201
615/254-0656

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been mailed to the Attorney of Record for the Defendant, Mr. Thomas C. Nance, One Church Street, Suite 400, Nashville, Tennessee 37201, on this 6 day of August, 1986.

Thomas W. Brothers

BOOK 9365 PAGE 949

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 _07 day of _AUGUST , 19 _86 , in the Case Number _85D2851 between _MINER, CONNIE LYNN Plaintiff, and _MINER, EDGAR SCOTT Defendant, as same remains of record in Book 155A , Page _00032 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 _01 day of _JUNE in the year one thousand nine hundred and _ninety-four and in the _218th_ year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

RICHARD R. ROOKER CIRCUIT COURT CLERK

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