57589

IDENTIF. & REFERENCE

27-B #1

95-14 28

94 JUN -6 AM 9:23 125A|455

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

REGISTER
DAVIDSON COUNTY, TN.

ROBERT TYLER BAKER,)
)
Plaintiff,)
)
vs.) NO. 82D-207
)
BETTY LOUISE BAKER,)
)
Defendant.)

FILED
82 DEC 20 PM 2:13
D.C.

FINAL DECREE OF DIVORCE BOOK 9368 PAGE 726

This cause came on to be heard on September 28, 1982, before the Honorable Joe Loser, Judge of the Third Circuit Court for Davidson County, Tennessee, upon the original complaint for absolute divorce filed by the Complainant, the Defendant by notarized signature waiving service of process, and upon a written and duly executed Settlement Agreement, executed by and between the parties, which Agreement disposes of their real and personal property; and upon the testimony of Complainant in Court, from all of which the Court finds that irreconcilable differences have arisen between the parties in their marriage relationship, thereby entitling the Complainant to an absolute divorce under the terms and conditions of Tennessee Code Annotated §§ 36-801 (II); and it further appearing to the Court that the Settlement Agreement submitted by the parties does make adequate and sufficient provision for the equitable settlement of all property rights between the parties, and should be approved as submitted; it is, therefore,

ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the parties should be, and the same hereby are, forever and perpetually dissolved, that the Complainant be and is hereby granted an absolute

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

divorce from Defendant, and the parties are restored to all of the rights and privileges of unmarried persons; it is further

ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement heretofore submitted by the parties should be and the same hereby is, adopted and incorporated by reference into this Final Decree of Divorce as is fully set out herein, it is further

ORDERED, ADJUDGED AND DECREED that the costs of this cause are taxed against the Complainant, for which execution may arise if necessary.

JOE LOSER, JUDGE 12/20/82

APPROVED FOR ENTRY:

Elliott Ozment
ELLIOTT OZMENT

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the foregoing to Robert Tyler Baker, Merry Oaks Apartments, Merry Oaks Drive, Donelson, Tennessee 37214 and Betty Louise Baker, 2112 Jade Drive, Nashville, Tennessee 37210, by placing same in the U. S. Mail, properly addressed, postage pre-paid on this the 16th day of December, 1982.

Elliott Ozment

AGREEMENT

DEC 20 PM 2 13

This Agreement entered into on the 17th day of September, 1982, by and between ~~Robert Tyler Baker~~ (hereinafter referred to as Husband) of Nashville, Tennessee, and Betty Louise Baker (hereinafter referred to as Wife) of Nashville, Tennessee, to be effective this day.

WITNESSETH

WHEREAS, the parties hereto are husband and wife, having been married on October 24, 1958, in Woodberry, Tennessee; and

WHEREAS, there have been three (3) children born of this marriage, to-wit: Pamela Baker Allen, age 21; Edward Houston Baker, age 20; and Richard Steven Baker, age 7; and

WHEREAS, it is the desire of the parties to enter into an agreement, under which their respective financial and property rights and all other rights, remedies, privileges, and obligations to each other, arising out of the marriage relationship, or otherwise, shall be fully prescribed and bounded thereby; and

WHEREAS, the parties hereto each warrant and represent to the other that they, and each of them, fully understand all of the terms, covenants, conditions, provisions, and obligations incumbent upon each of them by virtue of this agreement to be performed or contemplated by each of them hereunder, and each believes the same to be fair, just, reasonable, and to his/her respective individual best interests; and

WHEREAS, it is understood by both parties that the terms of such agreement as to the disposition of the property of the

parties are to be incorporated into the final divorce decree and that said agreement is to be a complete and full settlement of their custody, property, and support rights so that any terms may be enforceable by contempt proceedings, if necessary. This Agreement is not intended, nor shall it be construed to be an agreement for divorce. Both parties shall have the right to appear in court and to contest such action. It is agreed between the parties that this Agreement may be submitted to the court for approval and be made a part of the final decree of divorce. Each party hereby waives any right to apply to any court for modification of this Agreement prior to the final divorce decree;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties herein contained, the parties agree and covenant as follows:

ARTICLE I.

DIVISION OF INTERSPOUSAL PROPERTY

The parties acknowledge that they have heretofore owned residential real estate known as 2112 Jade Drive, hereafter referred to as the house, in Nashville, Tennessee as tenants by the entirety. It is the disire and intent of both parties that the Wife continue to live in the house for the duration of her natural life, that the Wife hold legal title to said property in trust for the use and benefit of the above-mentioned children until all of them have reached the age of majority, whereupon the Wife agrees to convey the house to said children, keeping only a life estate in said house, so that upon Wife's death, the fee simple ownership of the house will be in the children. The Husband agrees, recognizes and understands that upon the effective date of the divorce decree

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

he will have no estate, right, title, lien, or interest in or to said property. The Wife agrees that she will not divest legal title from herself to a third party (other than the children), in said property, either through remarriage or any other manner whatever, nor will she do any act or take any action which would diminish in any way the children's interest in said house.

Wife shall retain as her sole and separate property the contents of said house, with the exception of Husband's personal belongings and the Husband's tools. The Husband's personal belongings shall be removed prior to the effective date of the divorce decree so that any item remaining in the house after said date shall be deemed to be the property of the Wife. The Wife shall also retain the 1978 Oldsmobile Cutlass which is in her name.

Husband shall receive and retain his personal belongings. The Husband also agrees that his tools shall be kept for the use and benefit of Richard Steven at the house until he reaches the age of majority, at which time said tools shall be given to the said Richard Steven for his exclusive ownership.

ARTICLE II.

INDEMNITY

Wife hereby assumes and agrees to pay all joing obligations incurred by the parties prior to the date of divorce, with the exception of Donelson Clinic. Husband agrees to be responsible for and discharge the bill at Donelson Clinic, as well as his personal and separate obligations incurred before the divorce.

Husband and Wife are to continue all hospitalization insurance coverage so as to provide the fullest protection for their children living at the house. All life insurance policies are to be maintained and the children shall be made the beneficiaries of same. Each party hereby indemnifies the other and holds them harmlesss from any claim, suit, demand or action against them due to the other parties' failure to promptly pay when due any debts so contracted for or any installment thereof.

ARTICLE III.

CHILD CUSTODY, VISITATION AND SUPPORT

Wife shall have the custody of the parties' one remaining minor child, Richard Steven. Husband shall have liberal visitation rights at times mutually agreeable to the parties.

Husband shall pay Wife each month the sum of Two Hundred Dollars ($200.00) for the support of the minor child, Richard Steven. Said amount is subject to review and change as the needs of the child dictate. Said support shall continue until the child reaches the age of majority.

ARTICLE IV.

ATTORNEY'S FEES AND COURT COSTS

The parties hereby agree that the Husband shall be responsible for the payment of all attorney's fees and court costs.

ARTICLE V.

FURTHER ASSURANCES

Husband and Wife shall, at any and all times, upon request by the other or their legal counsel, make, execute,

and deliver any and all of such other and further instruments as may be necessary or desirable for the purpose of giving full force and effort to the provisions of this Agreement, without charge therefore.

ARTICLE VI.

MODIFICATION AND WAIVER

Neither this Agreement nor any of the provisions thereof shall be amended or modified or deemed amended or modified, except by an agreement in writing duly described and acknowledged with the same formality as this Agreement. Any waiver by either party of any provisions of this Agreement or right or operation hereunder shall not be controlling, nor shall it present or estop such party from thereafter enforcing such provisions, right or option, and the failure of either to insist in either one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party, shall not be construed as a waiver or relinquishment for the future of any terms or provisions, but the same shall continue in full force and effect.

ARTICLE VII.

CHANGE OF ADDRESS

The parties hereby agree that each will notify the other of any change of address within five (5) days of the date of such change, until such time as the parties minor child shall have reached the age of eighteen (18) years, or otherwise become emancipated.

ARTICLE VIII.

ENTIRE UNDERSTANDING

This Agreement contains the entire understanding of the parties, who hereby acknowledge that there have been and are

no representations, warranties, covenants or understandings other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties have signed and acknowledged this Agreement on the date first above written.

ATTEST: "HUSBAND"

Marla A. Thornton — Robert Tyler Baker
ROBERT TYLER BAKER

ATTEST: "WIFE"

Marla A. Thornton — Betty Louise Baker
BETTY LOUSIE BAKER

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me the above signed, sworn to and subscribed before me this 17th day of September, 1982.

Marla Dawn Cooter
NOTARY PUBLIC

My Commission Expires:

4-21-85

STATE OF TENNESSEE

BOOK 9368 PAGE 734

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 _THIRD Circuit Court for Davidson County, Tennessee, on the _16 day of _DECEMBER , 19 _82 , in the Case Number _82D207 between _BAKER, ROBERT TYLER Plaintiff, and _BAKER, BETTY LOUISE Defendant, as same remains of record in Book 125A , Page _00455 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 _JULY in the year one thousand nine hundred and _ninety-three and in the _217th_ year of American Independence.

RICHARD R. ROOKER, Clerk,

By Mary U. Burch
Deputy Clerk

SEAL

2315 06/06 0101 03CHECK 36.00