139B/104

BOOK 9385 PAGE 843

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARY ELIZABETH FORD, Complainant,	)	
vs.	)	No. 84D-751
MITCHELL LEE FORD, Defendant.	)	

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DAVIDSON COUNTY, TN.
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IDENTIF. & REFERENCE

FINAL DECREE

This cause came on to be heard on this 24th day of September, 1984, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for absolute divorce, the testimony of Complainant, statement of Complainant's counsel and the entire record; and it appearing to the Court from the proof and the pleadings that irreconcilable differences exist between the Complainant and the Defendant; and that the Complainant is entitled to an absolute divorce from the Defendant; wherefore her Complaint is accordingly sustained.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court:

1. That Complainant, MARY ELIZABETH FORD, is hereby granted an absolute divorce from the Defendant, MITCHELL LEE FORD; that the bonds of matrimony heretofore existing between them be hereby absolutely and forever dissolved; and that the parties are hereby restored to all the rights and privileges of unmarried persons.

2. 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 custody and maintenance of the children born of this marriage and for the equitable settlement of any property rights between the parties, which agreement is incorporated as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARY ELIZABETH FORD, Complainant,	)	
vs.	)	No. 84D-751
MITCHELL LEE FORD, Defendant.	)	

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and concluded this 24th day of September, 1984, by and between MARY ELIZABETH FORD and MITCHELL LEE FORD:

W I T N E S S E T H:

WHEREAS the parties are lawfully married but are contemplating a divorce; and

WHEREAS, certain irreconcilable differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as husband and wife, and

WHEREAS, it is the desire of both parties finally for all time to determine and settle their property rights, and all dower and homestead rights and all other rights of whatever description existing between the parties growing out of the marital relationship;

NOW THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

The parties acknowledge that Wife has filed a divorce action in the Fourth Circuit Court for Davidson County, Tennessee, Docket Number 84D-751, which action is pending.

Wife shall have the permanent care and custody of the minor children of the parties with the right and privilege of the Husband to visit with and have the children with him as follows:

Husband shall have liberal visitation rights with the minor children, including but not limited to every Sunday from 9:00 a.m. to 9:00 p.m.

It is agreed that Husband shall pay $80 per week child support based on his representation that he is not working full time. Said child support shall be paid through the office of the Circuit Court Clerk, 501 Davidson County Courthouse, on a weekly basis and Husband shall pay the Clerk's lawful fee of 5% ($4.00) for a total of $84.00 per week. The first payment shall be paid September 28, 1984.

Husband agrees that child support shall be increased to $125 per week plus 5% beginning the first week in the January after the first year that his average net weekly earnings after deduction for federal income tax and FICA is $300 or more per week.

Husband agrees that he will provide Wife with a copy of his federal income tax return each year, within a week of filing same, for purposes of verification of income, and that the increase to $125 per week plus the 5% Clerk's fee shall be retroactive to January if the previous year's net weekly average income after deductions as described above is $300 or more.

Husband further agrees that he has not paid child support of $80 per week for the last 6 M.L.T. weeks to the Juvenile Court Clerk as previously ordered, and that he will pay Wife the arrearage within thirty (30) days of entry of a Final Decree in this cause.

It is agreed that Husband shall obtain and maintain hospitalization and health insurance on the minor children of the parties at such time as he is regularly working at least a forty (40) hour week.

The parties agree that each shall pay one-half of all healthcare expenses of the minor children of whatever nature.

Husband hereby agrees that all of his right, title, and interest in and to the home property now owned by the parties as tenants by the entireties and known as 204 Douglas Avenue, Nashville, Davidson County, Tennessee, shall be divested out of him and vested in Wife in fee simple absolute.

Wife agrees that (a) she shall not, during her lifetime, sell or otherwise dispose of said property without good reason; and (b) that barring such disposition, she shall make appropriate testamentary disposition so that the property shall pass to her children upon her death.

Husband shall, by such documents as may be necessary and at Wife's sole cost and expense, including the cost of preparing said documents, the cost of recording, transfer taxes and documentary stamps, if any, convey unto Wife all of his right, title and interest in and to said home property now owned th them as tenants by the entireties.

Wife shall assume and pay in accordance with its terms, the existing mortgage and she shall indemnify and hold Husband harmless upon any and all liability in connection with said mortgage.

The said property is more fully described as follows:

Land in Davidson County, Tennessee, being Lot No. 2 of the resubdivision of Lots Nos. 81 and 82 on the Plan of the Benedict Land Co.'s Subdivision of the Lindsley Tract. The said resubdivision is of record in Plat Book 4470, page 38, Register's Office for said County.

Said Lot No. 2 fronts 60.35 feet on the southerly margin of Douglas Avenue and runs back between lines 131.49 feet on the westerly side and 131.50 feet on the easterly side to a dead line in the rear on which it measures 60.35 feet.

Being the same property conveyed to Nile E. Yearwood by deed from David Lipscomb College Foundation of record in Book 4490, page 277, said Register's Office.

Being the same property conveyed to Mitchell Lee Ford and Mary Elizabeth Ford by deed from Nile E. Yearwood of record in Book 4566, page 906, said Register's Office.

The parties agree that household furnishings, furniture, personal property and other personal effects remain in the possession and ownership of the respective party now in possession of the property so divided.

Each party covenants with the other that from this date forward, neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses.

Each of the parties will execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument, and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

It is agreed that Husband will pay and continue to pay the following account that was made during the marriage, and shall hold Wife harmless on any and all debts secured by this account:

Hermitage Furniture Company

Any court costs incurred as a result of the pending action for absolute divorce shall be paid by Husband and Wife equally.

Wife shall pay her own attorney fees.

The parties accept the provisions of this Agreement in full and final settlement satisfaction of any and all claims and rights which either of them have had or may now have against the other party; and both Husband and Wife further do hereby forever release to the other all claims or rights to dower, homestead, alimony, inheritance, year support and all other property rights, except as provided for in the Agreement, which either has had, may now have, or may hereafter have but for this Agreement, as Husband, Wife, widower or widow by reason of the marital relationship now existing between the parties, in and to, or against the

property of the other party whether now or hereafter acquired by such other party.

It is further understood and agreed by and between the parties that this Settlement Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the parties have set their signatures as of the dates set forth below.

9-24-84 Mary Elizabeth Ford
MARY ELIZABETH FORD

9-22-84 Mitchell Lee Ford
MITCHELL LEE FORD

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid State and County, MARY ELIZABETH FORD, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing agreement for the purposes contained therein.

Sworn to and subscribed before me this 24th day of September, 1984.

Mary Frances Fayle
Notary Public

My Commission Expires: 11-26-87

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid State and County, MITCHELL LEE FORD, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that he executed the foregoing agreement for the purposes contained therein.

Sworn to and subscribed before me this 2nd day of September, 1984.

Mary Frances Fizer
NOTARY PUBLIC

My Commission Expires: 11-28-87.

3. That the costs of this cause are taxed to the Husband and Wife equally.

6. That the Husband is hereby divested of all his right, title and interest in the parties' real property located at 204 Douglas Avenue, Nashville, Davidson County, Tennessee and which property is more fully described in the Property Settlement Agreement, and the same is hereby vested in the Wife in fee simple absolute.

ENTER this 24th day of September, 1984.

JUDGE

APPROVED FOR ENTRY:

MARY FRANCES LYLE
Attorney for Wife

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been mailed to Mr. Mitchell Ford, 1303 Litton Avenue, Nashville, Tennesee 37216 this 24th day of September, 1984.

STATE OF TENNESSEE

BOOK 9385 PAGE 851

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 _24 day of _SEPTEMBER , 19 _84 , in the Case Number _84D751 between _FORD, MARY ELIZABETH Plaintiff, and _FORD, MITCHELL LEE Defendant,

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as same remains of record in Book 1398 , Page _01042 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 _13 day of _JUNE in the year one thousand nine hundred and _ninety-four and in the _218th_ year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By Jerry Campbell
Deputy Clerk