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GEORGE L. HOOKER, CLERK
L. Spurlock D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KATHY LYNETTE DAVIS SMITH

vs. No. 87D-1173

JAMES HOWARD SMITH

BOOK 9808 PG 482

FINAL DECREE OF DIVORCE

This cause came to be heard on to be heard on the 22nd day of June, 1987, before the Honorable Muriel Robinson, Judge, upon the Complaint for Absolute Divorce heretofore filed by Mrs. Smith, upon testimony of Mrs. Smith, submission to the Court of a written Property Settlement Agreement, heretofore signed by the parties, statement of counsel in open Court, and from the entire record in this cause. From all of which the Court finds that the 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, Kathy Lynette Davis Smith, is granted an absolute divorce 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 written Property Settlement Agreement, heretofore signed by the parties does make adequate and sufficient provision for the equitable settlement of all property rights, which Agreement is included herein, verbatim, as follows:

0105815
IDENTIF. ↑ REFERENCE

95 SEP 27 PM 2:27
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

BOOK 9808 PG 481

# PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce filed by KATHY LYNETTE DAVIS SMITH, hereinafter referred to as "Wife", against JAMES HOWARD SMITH, hereinafter referred to as "Husband", under Docket No.87D-1173 and

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 respec-8ive 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 represents a divsion of property by co-owners.

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

(5) RESTORATION OF MAIDEN NAME: Wife shall be restored to her maiden name, Kathy Lynette Davis.

(6) RESIDENCE: The parties are buying their home located at 1810 Haley Avenue, Nashville, Davidson County, Tennessee. The home was recently purchased with no down payment and has very little, if any, equity therein. Wife agrees to transfer her right, title and

interest to the home to Husband, by quitclaim deed, upon the entry of the Final Decree of Divorce. Husband shall assume the mortgage indebtedness thereon and shall hold Wife harmless and indemnify her from any responsibility therefrom.

(7) AUTOMOBILES: Wife shall be awarded the 1982 Toyota Celica automobile and she shall pay the balance of indebtedness thereon. Husband shall be awarded the 1986 Lincoln Mark VII automobile and he shall assume the balance of mortgage indebtedness thereon and hold Wife harmless therefrom.

(8) FURNITURE & FURNISHINGS: The parties acknowledge that they have already divided the household furniture, furnishings and accessories in an equitable manner and each party shall retain the sole and exclusive ownership of any and all furniture, furnishings and personal property in his or her possession at the time of the execution of this Agreement.

(9) CHILDREN: There are no children borne to this union, and Wife is not expecting a child.

(10) DEBTS: In addition to any and all other debts assumed by husband in this Agreement, he shall be solely responsible for the outstanding balances owing to Blazer Finance, Goodyear, Western Auto and Radio Shack, and shall hold Wife harmless and indemnify her therefrom. Wife shall be responsible for payment of outstanding balances owing to Circuit City and Ray Batts Furniture Company, and for the home improvement loan in the approximate sum of $59.00 per month and shall hold Husband harmless and indemnify him from any responsiblity therefrom.

(11) ATTORNEY FEES & COURT COSTS: Wife agrees to pay Robert L. Jackson an attorney fee of $750.00, along with all court costs necessary to obtain an absolute divorce.

(12) ESTATE WAIVER: The parties hereto agree and acknowledge that this agreement is entered into by each of them with full knowledge on the part of each of them to the extent and probable value of all property and estates of the parties jointly and personally, and each of the parties hereby forever releases and surrenders all of his

or her right, title and interest, marital or otherwise, in and to all of the estate whether real, personal, intangible or mixed, now owned or hereinafter acquired of or by the other party, except as he or she may be bound by the promises and covenants contained in this agreement. The parties further acknoweldge that this agreement represents the sole and exclusive agreement existing between the parties and that no other agreement exists between the parties that is contrary to the terms and conditions of this agreement whether the same be written or oral. This agreement when executed by both parties shall become binding upon the parties, their heirs, and assigns.

(13) ATTORNEY FEES AND COURT COSTS: Each party shall be responsible for their respective attorney fees. The Court costs shall be divided equally between the parties.

(14) 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 non-dischargeable debt under 11 USC section 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.

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

(16) 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.

(17) 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.

(18) 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 7th day of April, 1987, as to the Wife, and the 20 day of MAY, 1987, as to the Husband.

Kathy Lynette Davis Smith
KATHY LYNETTE DAVIS SMITH

James Howard Smith
JAMES HOWARD SMITH

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 KATHY LYNETTE DAVIS SMITH, with whom I am personally acquainted, and who acknowledges that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 7th day of April, 1987.

Jackie E Reeves
NOTARY PUBLIC

My Commission Expires: 11-12-90

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 JAMES HOWARD SMITH, with whom I am personally acquainted, and who acknowledges that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 20th day of May, 1987.

Jackie E Reeves
NOTARY PUBLIC

My Commission Expires: 11-12-90

It is further ORDERED AND ADJUDGED that the parties addresses are as follows:

Kathy Lynette Davis Smith
327 Blue Lake Circle
Timberlake Apts. #327
Antioch, TN. 37013

James Howard Smith
1810 Hailey Avenue
Nashville, TN 37218

It is further ORDERED AND ADJUDGED that the costs of this cause is to be taxed against the Complainant, Kathy Lynette Davis Smith, for all of which execution may issue if necessary.

Enter this 22nd day of June, 1987.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

JACKSON, TANNER & REYNOLDS

BY: ROBERT L. JACKSON
SOLICITOR FOR MRS. SMITH
216 Third Avenue North
Nashville, TN 37201
(615) 256-2694

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree of Divorce has been furnished to the Defendant, James Howard Smith, 1810 Hailey Avenue, Nashville, TN 37218, this 22 day of June, 1987.

ROBERT L. JACKSON

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STATE OF TENNESSEE

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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 _JUNE , 19 _87 , in the Case Number _8701123 between _SMITH, KATHY LYNETTE Plaintiff, and _SMITH, JAMES HOWARD Defendant, as same remains of record in Book 1628 , Page _00259 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 _22 day of _SEPTEMBER in the year one thousand nine hundred and _ninety-five and in the _220th_ year of American Independence.

RICHARD R. ROOKER, Clerk

By _____ Deputy Clerk

SEAL

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