RECEIVED 6-7-84

IN THE CIRCUIT COURT FOR WILLIAMSON COUNTY, TENNESSEE

FILED 6-8-84 14:20

ENTERED

JOE HERBERT CLK

JOSAFAT CURTI

COMPLAINANT

VS.

FILE NO. C-4182

RAQUEL M. CURTI

DEFENDANT

BOOK 10018 PG 616

FINAL DECREE

This cause came to be heard for final hearing before the Honorable Judge of the Circuit Court for Williamson County, Tennessee, on the Complaint filed, the Default Judgement heretofore taken, testimony of witnesses and the record in this cause, from all of which it appeared to the Court that the marriage is irretrievably broken and that irreconcilable differences exist between the parties, and the Court approves the agreement entered into by the parties.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. That the Complainant be granted an absolute divorce from the Defendant, and that the parties be restored to all rights and privileges of unmarried persons.

2. That the Court hereby approve and incorporate by reference, as if fully set forth herein, the Property Settlement Agreement entered into by the parties.

3. That the parties have made adequate and sufficient provision for the equitable settlement of any property rights between the parties.

4. That the cost of this cause is taxed against the Complainant for which execution may issue if necessary.

ENTERED THIS 8th DAY OF June, 1984.

JUDGE

ATTORNEY FOR COMPLAINANT

CERTIFICATE OF SERVICE

BOOK 10018 PG 617

I certify that I have this day mailed a true and exact copy of this Final Decree to the defendant in the above styled cause, by placing same in postage paid mail and mailing to defendant at the last know address:

Raquel Mier Curti
3792 Priest Lake Drive
Nashville, TN 37217

6-6-84

BOOK 10018 PG 618

IN THE CIRCUIT COURT FOR WILLIAMSON COUNTY, TENNESSEE

FILED 6-6-84

E:

JOE HERBERT

JOSAFAT CURTI,	)	
	)	
COMPLAINANT	)	
	)	
VS.	)	FILE NO.
	)	
RAQUEL M. CURTI,	)	
	)	
DEFENDANT	)	

PROPERTY SETTLEMENT AGREEMENT

This agreement entered into and made by and between JOSAFAT CURTI, hereinafter referred to as "Husband"; and RAQUEL M. CURTI, hereinafter referred to as "Wife".

WITNESSETH:

THAT, WHEREAS, the parties are husband and wife, and are now living apart and separated by reason of domestic difficulties between them, and,

WHEREAS, the parties have entered into this a full and complete agreement, the terms of which shall be approved and incorporated into any judgment of divorce that is rendered, the divorce filed in Williamson County Circuit Court.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements between the parties, it is understood, contracted and agreed as follows:

It is understood, contracted and agreed that the parties shall execute all deeds, bills of sale, title certificates and any other documents necessary for the purpose of effecting this agreement.

It is agreed that this is a fair and equitable settlement as to all the rights of the parties.

That the parties hereby expressly waive all venue requirements and agree that this court has jurisdiction to hear this case and grant a divorce.

That the wife is to have the 1975 Monza automobile and is to pay any loan due and owing on said automobile.

That the husband is to have the 1978 Oldsmobile automobile and is to pay any loan due and owing on said automobile.

That the wife is to have exclusive care, custody and control of the parties' minor child subject to the husband's reasonable visitation rights.

That the husband is to pay to the wife the sum of $200.00 per month, as child support, until the minor child graduates from high school.

That the parties have already made an equitable division of all household goods and furnishings. That each of the parties is to have whatever household goods and furnishings they have in their possession.

That the real estate located at 3792 Priest Lake, Nashville, Tennessee, is to become the exclusive property of the wife and that the husband is divested of all interest in the above-mentioned real estate. That the husband is to pay the mortgage due and owing on said real estate for May and June of 1982, and beginning in July of 1982, the wife is to make not only the first mortgage payment but the second mortgage payment due and payable to the Board of Discipleship of the United Methodist Church. That the wife is to continue to pay both mortgages on the real estate until the property is sold. That when the real estate and home located at 3792 Priest Lake, Nashville, Tennessee, is sold the proceeds are to be divided as follows: That the husband is to receive fifty (50%) percent of the net profits if they are less than $10,000.00, and if the profits are above $10,000.00 then the husband is to receive $5,000.00 and the wife is to receive all of the remaining profits.

That the husband is to pay to the wife a sum equal to twenty-five (25%) percent of his net take-home pay per month as alimony.

ENTERED THIS 18TH DAY OF MARCH, 1983.

HUSBAND

WIFE

OATH

BOOK 10018 PG 620

STATE OF Colorado)
) ss
COUNTY OF Logan)

Personally appeared before me the undersigned, a Notary Public in and for said County and State, the within named bargainor JOSAFAT CURTI, with whom I am personally acquainted, who acknowledges that he executed the foregoing instrument for the purposes contained therein.

Witness my hand and seal this 28 day of January, 19 83.

NOTARY PUBLIC

My Commission Expires:
My Commission Expires Dec. 24, 1986
Sterling, Colorado 80751

STATE OF TENNESSEE)
) ss
COUNTY OF DAVIDSON)

Personally appeared before me the undersigned, a Notary Public in and for said County and State, the within named bargainor RAQUEL M. CURTI, with whom I am personally acquainted, who acknowledges that he executed the foregoing instrument for the purposes contained therein.

Witness my hand and seal this 18 day of March, 1983.

NOTARY PUBLIC

My Commission Expires:
My Commission Expires APRIL 21, 1985

BOOK 10018 PG 621

OFFICE OF CIRCUIT COURT CLERK

For Williamson County, Tennessee

I, JOE HERBERT, Clerk of said Court, do hereby certify that the foregoing is a true, perfect and complete copy of the FINAL DECREE AND PROPERTY SETTLEMENT of said court, pronounced JUNE 8, 19 84, in the case of JOSAFAT CURTI against RAQUEL CURTI as appears of record now on file in my office, in Minute Book 48 on page 336-338.

In testimony whereof, I have hereunto set my hand and affixed the seal of the court, at office at Courthouse at Franklin, on this, the 16TH day of APRIL 19 96

Joe Herbert Clerk

By Joan Herbert D. C.

PICK-UP

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IDENTIFICATION/REFERENCE