150c/1807

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

FILED
1986 FEB -4 AM 11:14
GEORGE L. ROOKER, CLERK
K. Langford D.C.

PICK-UP

PATRICIA IRENE DAVIDS)

vs.) NO. 84D-1570

CARL JERRY DAVIDS)

Instr:200005310053879 Page: 1 OF 7
REC'D FOR REC 05/31/2000 10:58:55AM
RECORD FEE: $30.00
M. TAX: $0.00 T. TAX: $0.00

FINAL DECREE

This cause came to be heard on the 7th day of January, 1986 before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court in and for Davidson County, Tennessee, upon Complaint for Absolute Divorce filed by Patricia Irene Davids and answer and counter-complaint filed by Carl Jerry Davids. It appears to the Court the parties have settled all matters in controversy and that Husband's answer and counter-complaint is withdrawn. It further appears to the Court from the entire record that the parties have entered into a signed, notarized Property Settlement Agreement as provided for by T.C.A. §36-801(II), and that the time prescribed by law has lapsed since the filing of the original complaint, from all of which it is found by the Court that Wife is entitled to an absolute divorce on the grounds of irreconcilable differences.

The Court further finds that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of any minor children of the marriage and for the equitable settlement of any property rights between the parties. It is

THEREFORE ORDERED, ADJUDGED AND DECREED that Husband's answer and counter-complaint shall be dismissed and that Wife, Patricia Irene Davids should be and hereby is, awarded an absolute divorce from Husband, Carl Jerry Davids, and that each party be restored to all the rights and privileges of unmarried persons. It is

FURTHER ORDERED, ADJUDGED, AND DECREED that the Property Settlement Agreement be approved and ratified in full, and incorporated into this Final Decree in toto as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT entered into by and between the parties, **PATRICIA IRENE DAVIDS**, hereinafter referred to as "Wife", and **CARL JERRY DAVIDS**, hereinafter referred to as "Husband", for the purpose of submission to the Court at the final hearing for absolute divorce upon Wife's Petition and upon approval of the Court to be incorporated into the Final Decree.

WHEREAS, irreconcilable differences have arisen between the parties, rendering this marriage irrevocably broken; and

WHEREAS, there is presently pending a Complaint for Absolute Divorce in the Circuit Court for Davidson County, Tennessee, styled Patricia Irene Davids vs. Carl Jerry Davids, Docket Number 84D-1570.

WHEREAS, in view of the parties' intention to live apart for the rest of their natural lives, the parties intend and it is the purpose of this agreement to provide for the adequate and sufficient maintenance and support of the minor children of the parties and for a just and equitable distribution of the parties' assets.

WHEREAS, all personal property belonging to the parties has been divided prior to the execution of this agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties hereby made, they agree as follows:

1. Wife shall proceed to trial on the ground of irreconcilable differences and submit the Property Settlement Agreement herein for the consideration of the Court to be incorporated into the Final Decree should the divorce be granted.

2. Absolute care, custody and control of the parties' minor children shall be vested in the Mother, Patricia Irene Davids, with reasonable rights of visitation reserved in the Father, Carl Jerry Davids. Child support shall be paid by Father at the rate of $ 65.00 per week. Wife shall have the right to claim both children as dependents on her Federal Income Tax Return.

3. Wife shall maintain major medical and hospitalization insurance on the minor children through the period of their

minority and Husband shall pay any deductible. Any medical expenses in excess of the deductible and not covered by said insurance shall be paid one-half by Wife and one-half by Husband.

4. Wife shall be divested out of all right, title and interest which she may have in items of personal property belonging to and now in possession of Husband and said right, title and interest shall be vested in Husband solely.

5. Husband shall be divested out of all right, title and interest which he may have in items of personal property belonging to and now in possession of Wife and said right, title and interest shall be vested in Wife solely.

6. All right, title and interest which the Husband may have in property located at 220 New Sawyer Brown Road shall be divested out of Husband and into Wife solely. Wife agrees to assume sole responsibility for any lien or mortgage on the residence and to hold Husband harmless from any liability thereon.

7. Husband agrees to be responsible for any debts of the parties incurred during their marriage, except as otherwise provided for in this agreement.

8. Within a reasonable time after the execution of this contract, each of the parties obligates himself or herself to sign all necessary deeds, bills of sale, and other such instruments in order to effectuate the total transfer of legal title in and to the various properties hereby being divided between the parties.

9. In consideration of this agreement, the Husband and Wife hereby release one another, their heirs, executors, administrators and assigns and their property and estate from any and all rights of any kind and character for past and future support, maintenance, homestead dower, or courtesy rights or any statutory successors to such common law rights, any rights under the laws of inheritance, dissent and distribution, any claims to alimony or other support payments, all rights to elect against the other's Will; and each party releases the other from all other rights, claims, demands, and obligations of every kind and

character arising out of or by virtue of the marital relations of the parties hereto except as expressly provided in this agreement; and each party is forever barred from having or asserting any such right, claim, demand, or obligations at any time hereafter for any purpose except that these parties may assert all rights that are given under this agreement.

10. The parties agree that they have read this instrument in its entirety; that it is a fair and equitable settlement of their property and that they have signed this instrument free and voluntarily and without duress or coercion. The parties further agree that they have made adequate and sufficient provision by written agreement for the equitable distribution of the parties' assets.

11. Each party agrees to be responsible for his/her own attorney fees.

12. The costs of this cause shall be assessed against Husband.

Patricia Irene Davids
PATRICIA IRENE DAVIDS

Carl Jerry Davids
CARL JERRY DAVIDS

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, Patricia Irene Davids, with whom I am personally acquainted, and made oath that the statements contained in the foregoing document are true to the best of her knowledge, information and belief.

This the 7 day of January, 1986.

Dorothy Lackey
NOTARY PUBLIC

My commission expires:
4-17-88

Suite 301, Nashville, TN. on this 24th day of January,

1986.

GEORGE J. DUZANE

ADDRESSES OF THE PARTIES:

Patricia Irene Davids
220 Sawyer Brown Road
Nashville, TN. 37221

Carl Jerry Davids
6505-B Thunderbird Drive
Nashville, TN.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all right, title and interest which Husband may have in the real property owned by the parties in Davidson County, Tennessee shall be divested out of him and into Wife solely. Legal description of said property is as follows:

> BEING LOT NO. 82 on the Plan of Stacy Square, Section 3, as of record in Book 4175, page 154, Register's Office for said County, to which said plan reference is hereby made for a complete legal description.
>
> Being part of the same property conveyed to C & S Builders, Inc., by deed from I. R. Schulman, Trustee, of record in Book 4469, page 937, said Register's Office.
>
> This conveyance is subject to restrictive covenants of record in Book 4467, page 85 and easements and conditions as set forth on the above plan of record; and taxes for the year 1971 which have been pro-rated and assumed by the grantees herein.

IT IS FURTHER ORDERED, ADJUGED AND DECREED that unless specifically ordered by the Court, support shall not be reduced or prorated. It is

FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be assessed against the Husband, for all of which execution shall issue if necessary.

ENTERED this 3rd day of February, 1986.

HONORABLE MURIEL ROBINSON
Judge of the Fourth Circuit

APPROVED FOR ENTRY:

GEORGE J. DUZANE
Attorney for Wife
535 Church Street, Suite 1009
Nashville, TN. 37219
(615) 242-3416

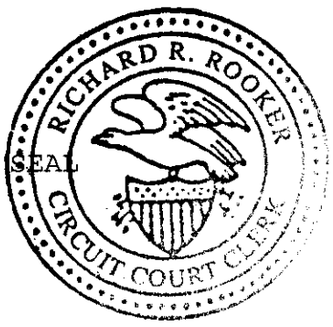
CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been forwarded to Mr. William P. Griffin, IV, Attorney for Husband, 430 Third Avenue North,

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 04 day of FEBRUARY , 1986 , in the Case Number 84D1570 between DAVIDS, PATRICIA IRENE Plaintiff, and DAVIDS, CARL JERRY Defendant, as same remains of record in Vol. 150C , Page 1807 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 31 day of MAY in the year two thousand and in the 224th year of American Independence.



SEAL

RICHARD R. ROOKER, Clerk,

By B Rawls
Deputy Clerk