IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

PICK-UP

MARILYN DEAN KNIGHT JOHNSON)
)
VS.) NO. 88103
)
LUCIAN ARKLEY JOHNSON)

Davidson County DEEDDIV
Recvd: 04/20/01 14:49 5pgs
Fees:22.00 Taxes:0.00
20010420-0039499

FINAL DECREE

This cause came on to be heard on the 13th day of February, 1978, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original complaint filed by plaintiff, answer of the defendant, testimony of the plaintiff in open Court, statement of counsel, and the entire record. From all of which, the Court is of the opinion that the allegations contained in plaintiff's complaint are fully sustained, that is, that the parties have such irreconcilable differences that they are not able to reconcile and live together as man and wife;

It is therefore, ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing between the parties be, and the same are hereby dissolved, and the plaintiff is awarded an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties have entered into the following property settlement agreement:

AGREEMENT

This agreement made and entered into this 30th day of January, 1978, by and between MARILYN DEAN KNIGHT JOHNSON, hereinafter called the "Wife," and LUCIAN ARKLEY JOHNSON, hereinafter called the "Husband."

WHEREAS, the parties hereto are Husband and Wife, having married at Springfield, Tennessee, on December 26, 1953 and;

WHEREAS, the parties are separated from each other and are living apart, with the Wife continuing to reside at 2108 Creighton Avenue, Nashville,

Tennessee (which was the residence of the parties at the time of separation), and the Husband living at 1608 Elm Hill Pike, Nashville, Tennessee; and

WHEREAS, there appears to be no chance of reconciliation of the parties, and they desire to settle all their property rights by mutual agreement; and

WHEREAS, the Wife has filed a suit for divorce against the Husband in the Circuit Court of Davidson County, Tennessee; and

WHEREAS, there is one child born to the marriage of the parties, Lorie Ann Johnson, age 14, and the parties desire to settle, subject to the approval of a court of competent jurisdiction, the rights of custody, visitation and support of and for the minor child.

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants herein made, the parties agree that:

1. The Wife acknowledges that she has relinquished to the Husband all her right, title and interest in and to the upstairs bedroom suite, freezer, Whirpool air conditioner, 1974 Plymouth automobile, and all personal property now in possession of the Husband. The stove shall remain in the possession of the Wife, but shall become the property of the Husband in the event the residence of the parties is sold or the stove is otherwise no longer needed by the Wife. The Husband acknowledges that he has relinquished to the Wife all his right, title and interest in and to the rest of the household furniture, the Maverick automobile, and all other personal property now in the possession of the Wife.

2. The residence of the parties at 2108 Creighton Avenue, Nashville, Tennessee, shall be owned by them as tenants-in-common, with the Wife having the right to reside in the residence for as long as she wishes. The Wife shall pay the mortgage installments (including taxes and insurance), all utilities, and all other expenses of maintaining the residence. Upon the sale of the house, the net proceeds shall be first applied to pay off the balance of the existing mortgage, and the remainder shall be divided equally between the parties after giving the Wife credit for one-half (1/2) of the amount of the payments made by her in reduction of the principal amount of the mortgage. If the Wife shall remarry prior to selling the house, the Husband shall receive in cash the amount he would have received if the house had been sold at that time.

3. The parties agree that for all tax years after 1977, the Husband shall be entitled to claim the dependency exemption, for federal income tax purposes, for Lorie Ann Johnson.

4. Subject to the approval of the court, the custody of the minor child shall be granted to the Wife, with the Husband to have liberal visitation privileges.

5. The Husband shall pay the Wife for the support and maintenance of their minor child the sum of Thirty five ($35.00) a week, such payments having already begun. Such payments to continue until and terminate upon the earlier of the eighteenth (18th) birthday of the minor child or the child's marriage.

6. (omitted and initialed by Lucian A. Johnson).

7. The parties expressly agree that the efficacy of this Agreement is in no way dependent upon either party obtaining a divorce of any kind against the other and the parties hereby intend to settle their property rights in the manner herein agreed and their respective rights of custody and obligations and support of the minor child of the parties, subject only to the approval of a court of competent jurisdiction. However, if consistent with the rules of practice of the court granting a decree of absolute divorce, provisions of this Agreement, or the substance thereof, shall be incorporated in such decree, but, notwithstanding such incorporation, this Agreement shall not be merged in such decree but shall in all respects survive the same and be forever binding and conclusive upon the parties.

8. The parties agree that this Agreement and the payments, transfers of property and other acts in execution and furtherance hereof shall operate to relinquish, surrender and discharge the respective marital rights of the Husband and the Wife and all rights which either may have in the estates and properties of the other, present and future, and the Wife hereby agrees to accept the property herein designated to be conveyed and given to her, and the payments hereby required to be made to her, in complete satisfaction of all of her rights of alimony and support against the Husband, both present and future, and the parties agree that any decree of divorce may and shall so provide.

9. Each of the parties shall from time to time, at the request of the other, execute, acknowledge and deliver to the other any and all further instruments which may be reasonably required to give full force and effect to the provisions of this Agreement.

10. Each party acknowledges that this 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first above written in two (2) counterparts, each of which shall be deemed an original.

/s/ Marilyn Dean Knight Johnson
Marilyn Dean Knight Johnson

/s/ Lucian A. Johnson
Lucian Arkley Johnson

and that the same should be and is hereby made the order of this Court. It is therefore, ORDERED, ADJUDGED and DECREED that the

property settlement agreement made between the parties and incorporated herein be and the same is hereby made the order of this Court.

The costs of this cause are taxed against the defendant for all of which execution may issue, if necessary.

Enter this 27 day of Feb., 1978.

HONORABLE BENSON TRIMBLE, JUDGE

APPROVED FOR ENTRY:

James R. Everett, Jr.
JAMES R. EVERETT, JR.
Attorney for Plaintiff

I certify that I have mailed a copy of the foregoing Final Decree to Kenneth L. Campbell, Attorney for Defendant, Third Floor, Home Federal Building, 230 Fourth Avenue, North, Nashville, Tennessee, this the 15th day of February, 1978.

James R. Everett, Jr.
JAMES R. EVERETT, JR.

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 27 day of FEBRUARY , 1978 , in the Case Number 88103 between JOHNSON, MARILYN DEAN K Plaintiff, and JOHNSON, LUCIAN ARKLEY Defendant, as same remains of record in Vol. 107B , Page 1297 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 27 day of MARCH in the year two thousand one and in the 225th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

