IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

THOMAS E. MOTTA)
)
Plaintiff/Husband)
)
VS.) Docket No.: 87D-1957
)
JANE M. MOTTA)
)
Defendant/Wife)

Davidson County DEEDDIV
Recvd: 04/01/05 12:47 8 pgs
Fees:42.00 Taxes:0.00
20050401-0035487

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 22nd day of September, 1987, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint of Thomas E. Motta, hereafter called "Husband", for an Absolute Divorce from Jane M. Motta, hereafter called "Wife", upon the grounds of irreconcilable differences, and it appearing to the Court from said Complaint, the testimony of Husband in open Court, statements of counsel, and the entire record in this cause, that the parties have experienced irreconcilable differences in their marriage relationship, thereby entitling Husband to an Absolute Divorce from Wife on said grounds; and it further appearing that Husband and Wife have executed a written, notarized Property Settlement Agreement, which Agreement the Court affirmatively finds does make adequate and sufficient provision for the custody and maintenance of any minor children of the marriage and for the equitable settlement of all property rights between the parties, and that said Agreement should be incorporated into and made a part of this Final Decree of Divorce; wherefore it is hereby

ORDERED, ADJUDGED and DECREED that Husband, Thomas E. Motta, should be and he hereby is awarded an absolute divorce from Wife, Jame M. Motta, on the grounds of irreconcilable differences, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. It is further

ORDERED, ADJUDGED and DECREED that the written, notarized Property Settlement Agreement dated June 9, 1987, should be and the same hereby is, incorporated into and made a part of this Final Decree of Divorce by reference and attachment, as fully as if reproduced verbatim herein, to wit:

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

THOMAS E. MOTTA Plaintiff/Husband, VS. JANE M. MOTTA Defendant/Wife	)	Docket No: 87D-_____

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into on the date(s) set forth beside the signatures below, by and between JANE M. MOTTA, hereinafter called "Wife", and THOMAS E. MOTTA, hereinafter called "Husband", as follows:

WHEREAS, Husband is filing suit in the above-captioned Court for an absolute divorce from Wife, on the grounds of irreconcilable differences, with a Docket Number to be assigned by the Court Clerk at the time of filing and to be entered into the space provided above; and

WHEREAS, both Husband and Wife desire to fix their respective rights and duties and all other matters relating to the division of their personal assets and liabilities of whatever nature, and relating to the custody and maintenance of all minor children of the marriage; and

WHEREAS, both Husband and Wife acknowledge that they enter into this Agreement freely and voluntarily, and without coercion of any nature, and for the purposes set forth herein, to fulfill the requirements for an absolute divorce on the grounds of irreconcilable differences; and

WHEREAS, Wife acknowledges that this Agreement, when notarized, shall also serve as statutory service of process upon her in lieu of personal service; so

WHEREFORE, in final settlement, adjustment and compromise of all matters relating to property rights, alimony, child custody, support and visitation, and all other matters relating to or arising out of the marriage relationship, and in consideration of the mutual promises and covenants herein set forth, Husband and Wife mutually covenant and agree as follows:

Husband and Wife mutually agree that this divorce action shall be filed in Davidson County and waive all objections either may have regarding venue and jurisdiction.

1. Husband shall have the sole care, custody and control of the parties' minor children, Angela Marie Motta and Thomas Anthony Motta, with reasonable rights of visitation reserved to Wife.

2. Wife is currently unemployed and has not had a job outside the home during the parties' sixteen years of marriage, therefore Wife has no visible means to support the parties' two minor children. Husband agrees to waive any child support by Wife at this time until she gains employment, at which time Wife agrees to pay $25.00 per week per child for child support. Husband agrees to maintain medical insurance on the minor children and Husband and Wife agree to divide equally all medical, optical and dental expenses for the minor children to the extent that such expenses are not otherwise covered by any insurance.

3. Wife shall have as her sole and private property, free and clear from any claim by Husband, all of her clothing, jewelry and items of strictly personal use.

4. Husband shall have as his sole and private property, free and clear from any claim by Wife, all of his clothing, jewelry and items of strictly personal use.

5. Husband shall retain the following items and Wife shall make no claim to same:

Kitchen appliances	Table and chairs
Microwave oven	4 pc. livingroom suite
2 pc. bedroom suite	3 pc. bedroom suite
19" Zenith color TV	12" GE B&W TV
Magnavox stereo	Washer & dryer
Bookcase	2 table lamps
Chest of drawers	Clock radio

6. Husband shall retain the 1978 Chevy Nova and the 1963 Chevy II.

7. Husband shall retain the $2,100.00 in the Fidelity Federal Savings Account and Wife shall make no claim for said account.

8. The house located at 2551 Stinson Rd., Nashville, TN, shall go to the Husband and Husband agrees to be solely responsible for any and all debts associated with said house and further agrees to hold Wife harmless on all debts associated with the house.

9. Husband agrees to be responsible for the costs and attorney fees associated with this cause and hold Wife harmless from said costs.

10. Husband and Wife agree that 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 is an equal division of property by co-owners.

11. With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless from the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under 11 USC 523(5) of the Bankruptcy Code, this obligation being part of the 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.

12. Husband and Wife agree that from and after the date of this Agreement, each shall be solely responsible for his or her own debts and obligations, except as may otherwise be specifically set out in this Agreement. Neither party shall be authorized to incur any debt, liability or obligation on behalf of the other, and each agrees to indemnify and hold the other harmless from any such debts, liabilities and obligations.

13. Husband and Wife each agree to execute any documents or instruments which are, or may become, necessary to implement the terms and intents of this Agreement.

Husband and Wife each acknowledge that the provisions contained in this Agreement are fair, adequate, and equitable, and that this Agreement makes adequate and satisfactory provision

for all minor children of the marriage, and each party accepts said terms in full settlement of all claims and demands arising out of the marriage relationship. Hereafter, neither Husband nor Wife shall have any claim against the other for division of property, alimony, attorney's fees, or claims made by virtue of the laws of descent and distribution. It is further understood and agreed by and between Husband and Wife that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. Further, this Agreement is the entire Agreement between the parties, and each acknowledges receipt of a copy of this Agreement.

Further, Wife acknowledges that Attorney John B. Stark represents Husband, and not Wife; that she understands that she has the right to be represented by her own attorney now, or at any time during this divorce proceeding; and that she is not relying upon any representations or advice by John B. Stark in entering into this Agreement.

This Agreement shall be submitted to the Judge of the Court first captioned herein, and if approved shall be incorporated into any Final Decree of divorce granted on the grounds of irreconcilable differences, with the understanding that Husband and Wife shall be bound thereby, but if disapproved shall be of no force and effect.

WITNESS OUR HANDS the date(s) set forth below.

Thomas E. Motta
THOMAS E. MOTTA
"Husband"

Jane M. Motta
JANE M. MOTTA
"Wife"

6/9/87
Date

6/9/87
Date

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named JANE M. MOTTA, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the foregoing Property Settlement Agreement as "Wife", for the purposes therein contained, this the 9th day of June, 1987.

NOTARY PUBLIC

My Commission Expires: 7/10/90

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named THOMAS E. MOTTA, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing Property Settlement Agreement as "Husband", for the purposes therein contained, this the 9th day of June, 1987.

NOTARY PUBLIC

My Commission Expires: 7/10/90

It is further ORDERED that in the event the obligor parent is thirty (30) days delinquent in support as set out above and upon the obligee parent making written application, the Clerk of the Court will issue an immediate wage assignment to the obligor's employer as provided by Section 36-5-501 T.C.A. Upon application being made, the Clerk will immediately give advance notice of the assignment to the obligor parent. Further, unless specifically ordered by the Court, such support shall not be reduced or prorated.

It is further ORDERED that the costs of this cause shall be taxed to Husband, for which let execution issue if necessary.

The current addresses of the parties are as follows:

Husband: Thomas E. Motta
2551 Stinson Rd.
Nashville, TN 37214

Wife: Jane M. Motta
4409 Nebraska Ave.
Nashville, TN 37209

ENTER this the 22d day of Sept., 1987.

JUDGE

Approved For Entry:

John B. Stark
Attorney for Husband
4207 Lebanon Road, Suite 200
Hermitage, Tennessee 37076
(615) 883-4998

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been sent by U. S. Mail, postage prepaid, to Jane M. Motta, at 4409 Nebraska Ave., Nashville, TN, 37209, this the 11th day of Sept., 1987.

John B. Stark

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 22 day of SEPTEMBER , 1987 , in the Case Number 87D1957 between MOTTA, THOMAS E Plaintiff, and MOTTA, JANE M Defendant, as same remains of record in Vol. 164B , Page 01643 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 24 day of MARCH in the year two thousand five and in the 228th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: Deputy Clerk

SEAL

