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IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE, AT NASHVILLE

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HOMER HUGHES MARTIN, *

Plaintiff *

VS. RULE NO. 78211

*

CAROLYN ANN MARTIN, *

Defendant *

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FINAL DECREE

This cause came on to be heard on this the 7th day of July, 1975, before the Honorable J. William Rutherford, Judge of the First Circuit Court of Davidson County, Tennessee, upon the Petition for Absolute Divorce heretofore filed in this cause by the Plaintiff, Homer Hughes Martin, personal service of process, judgment by default, testimony of the Plaintiff and his witnesses heard in open Court, and by written report, statement of counsel and the entire record herein from all of which the Court is of the opinion and finds that the allegation that the Defendant, Carolyn Ann Martin, has been guilty of such cruel and inhuman treatment or conduct towards the Plaintiff as renders further cohabitation unsafe and improper has been fully sustained by the proof, and the Plaintiff should be granted an absolute divorce from the Defendant, Carolyn Ann Martin, and restored to all the rights and privileges of an unmarried person, and the property settlement agreement as set out below is hereby approved by the Court.

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IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting between the parties be and the same are forever dissolved and for nothing held and the Plaintiff, Homer Hughes Martin, is granted an absolute divorce from the Defendant, Carolyn Ann Martin, and restored to all the rights and privileges of an unmarried person.

I hereby certify t[illegible]
of orig[illegible]
this [illegible] day of [illegible] 1975
GEORGE L. [illegible]
By [illegible] D.C.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the following property settlement be and the same is hereby approved, and each part shall become an order of the Court:

PROPERTY SETTLEMENT AGREEMENT

"THIS AGREEMENT made and entered into this 14th day of April, 1975, by and between HOMER HUGHES MARTIN, hereinafter called "Plaintiff," and CAROLYN ANN MARTIN, hereinafter called "Defendant."

W I T N E S S E T H :

WHEREAS, there is now pending in the First Circuit Court of Davidson County, Tennessee, case no. 78211 wherein Plaintiff is seeking an absolute divorce from Defendant, and the parties are desirous of settling certain issues in controversy in said suit relating to division of property;

NOW, THEREFORE, in consideration of the terms, covenants and provisions hereinafter set forth, Plaintiff and Defendant agree as follows:

1. All right, title and interest of the Defendant in and to the house and lot located at 4084 Port Cleburne Court, Hermitage, Davidson County, Tennessee, shall be divested out of her and vested solely in the Plaintiff in fee simple absolute, and Plaintiff shall assume payment of the mortgage indebtedness of said property, and agrees to hold Defendant harmless from said mortgage indebtedness thereon. Defendant shall execute and deliver to Plaintiff a deed in proper form conveying to Plaintiff Defendant's interest in said property.

2. All right, title and interest of the Defendant in and to Lot #65, Sherry Acres, Mt. Juliet, Wilson County, Tennessee, shall be divested out of her and vested solely in the Plaintiff in fee simple absolute, and Plaintiff shall assume payment of the mortgage indebtedness of said property, and agrees to hold Defendant harmless from said mortgage indebtedness thereof if said property is sold for an amount less than now owed. Defendant shall execute and deliver to Plaintiff a deed in proper form conveying to Plaintiff Defendant's interest in said property.

3. All right, title and interest of the Defendant in and to a 1968 Piper Cherokee 180 D airplane shall be divested out of her and vested solely in Plaintiff, and Plaintiff shall assume the balance of the indebtedness thereon, and Defendant shall execute any and all papers necessary to effect said transfer.

4. Defendant shall retain the following household furnishings and effects now located at the residence of the parties:

a. All furniture in both children's rooms.
b. All personal articles including clothes, antiques two (2) televisions, and any article that was the personal property of the Defendant prior to the parties' marriage.

c. Den set consisting of two couches, and a piano.
d. Dining room table, cloths, and flowers.
e. Lounge in the master bedroom, antique table, and antique bench.
f. Antique table in foyer, and flowers.
g. Cookware and utensils in kitchen.

5. Plaintiff shall retain the following household furnishings and effects now located at the residence of the parties:

a. Amplifiers, speakers, bookcases, marble top pedestal, statute of lovers and fireplace set.
b. Hi-Boy, coffee table, and lamp located in the master bedroom, along with the brass bed.
c. Kitchen table and chairs.
d. Mirror in foyer.
e. All personal effects, including guns, cameras, and fishing equipment.

6. This Agreement shall be exhibited to the Court at any final hearing of said case no 78211 and the provisions of this Agreement may be incorporated in the decree of the Court in said case. This Agreement shall become effective when and to the extent it is approved by the Court in said case.

7. Three counterparts of this Agreement shall be executed, each of which shall be deemed an original, and each shall have the same legal effect as any other and may be used for any purpose, but all counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this instrument in triplicate the day and date first above written."

S/ Homer Hughes Martin
HOMER HUGHES MARTIN

S/ Mac E. Robinson
WITNESS

S/ Carolyn Ann Martin
CAROLYN ANN MARTIN

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All costs of this cause are to be taxed against the Plaintiff, for which execution may issue, if necessary.

J U D G E

APPROVED FOR ENTRY:

Mac E. Robinson
MAC E. ROBINSON
Attorney for Plaintiff

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 8th day of July, 1975, a copy of this Final Decree was served upon the Defendant by mailing same to said Defendant at her last known address.

Mac E. Robinson
Attorney for Plaintiff