NOV 5 1975

BOOK 4976 PAGE 198

IN THE CHANCERY COURT OF SUMNER COUNTY, TENNESSEE

This Instrument Prepared By:
THOMAS E. WATTS, JR.
ATTORNEY AT LAW
622 J. C. BRADFORD BUILDING
NASHVILLE, TENNESSEE 37219

DOROTHY JOYCE BARNES)
Complainant)
VS.) NO. 33-298-I
BOBBY K. BARNES)
Defendant)

159-11
16pw

FILED
NOV 1, 1975
William F. Durham, C & M
BY: 9:00AM D.C. & M.

FINAL DECREE

This cause came on for hearing on the 31st day of October, 1975, before the Honorable Edward M. Turner, Chancellor of the Chancery Court for Sumner County, Tennessee, upon the original petition of the Complainant, testimony of witnesses in open court, the property settlement agreement entered into by the parties, the statements of counsel for the Complainant and the entire record;

EC-3?? MISC $ 12.00 * 12.00

And it appearing to the Court from consideration of all of the proof in the entire record that the facts charged in the Petition are true and that the Defendant has heretofore been guilty of such cruel and inhuman conduct toward the Complainant as renders cohabitation unsafe and improper after his marriage to the Complainant and before the filing of this Petition, as charged, that the Complainant has given the Defendant no reason or excuse and has not condoned the same;

It is therefore ORDERED, ADJUDGED, and DECREED that the bonds of matrimony uniting the Complainant and the Defendant be, and they are hereby, absolutely and permanently dissolved and that the Complainant is forever free from the obligations thereof and she is hereby restored to all the rights and privileges of an unmarried woman;

It is further ORDERED, ADJUDGED and DECREED that it appearing to the Court that the parties have entered into an agreement concerning the disposition of property and certain other matters which is in

words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

Certain apparently irreconcilable differences having arisen between the undersigned, Dorothy Joyce Barnes (hereinafter called "Complainant") and Bobby K. Barnes (hereinafter called "Defendant"), who are now living separate and apart, and a Complaint for Divorce having been heretofore filed, but now pending in the Chancery Court for Sumner County, Tennessee bearing docket number 33-298-1, and the parties hereto desiring to adjust and settle support and property rights between themselves, have therefore agreed as follows:

1. Defendant shall convey and set over to Complainant all of his right, title and interest in a certain parcel of real property located in Davidson County, Tennessee, commonly known as 1222 Pennock Avenue, Nashville, Tennessee and more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 13, on the map of Crutcher's Subdivision, as of record in Book 161, Page 129, Register's Office for said county.

Said lot fronts 68 feet on the westerly side of Pennock Avenue and runs back between parallel lines, along the southerly margin of Ligon Avenue, 150 feet to an alley.

Being the same property conveyed to Harlan Construction Company, Inc., a Tennessee Corporation, by deed from Tony P. Sandlin, Sr. and wife, as of record in Book 3830, Page 702, said Register's Office.

This conveyance is made subject to taxes for the year 1964 which had been pro-rated and assumed by the purchasers.

And further that the Defendant shall convey and set over to the Complainant all his right, title and interest in a certain piece of real property located in Davidson County, commonly known as 1912 Shamrock Drive, Brentwood, Tennessee, more particularly described as follows:

Land partially in the 7th Civil District of Williamson County and partially in the 7th Civil District of Davidson County, Tennessee, being Lot No. 17 on the Plan of Wildwood Valley Estates, Section II, of record in Book 3700, page 40, Register's Office for Davidson County, Tennessee, and as shown on the exhibit to the deed of correction of record in Book 140, page 463, Register's Office for Williamson County, Tennessee.

Said Lot No. 17 fronts 175 feet on the northerly side of Shamrock Drive and runs back between parallel lines 250 feet to a line at the rear measuring 175 feet thereon.

BEING part of the same property conveyed to Estes-Taylor Company, Inc., by deed from Hillsboro-Harpeth Corporation, of record in Book 3957, Page 478, Register's Office for Davidson County, Tennessee, as corrected by an instrument of record in Book 3995, Page 216, Register's Office for Davidson County, Tennessee; Said deed is also of record in Book 140, Page 208, Register's Office for Williamson

County, Tennessee, and said deed of correction is also of record in Book 140, Page 463, Register's Office for Williamson County, Tennessee.

The southerly part of said Lot No. 17 is located in Williamson County, and is also shown as an unnumbered lot on the Plat of Wildwood Valley Estates, of record in Plat Book 2, Page 109, Register's Office for Williamson County, Tennessee.

This conveyance is made subject to restrictions of record in Book 3952, Page 553, Register's Office for Davidson County, Tennessee, and of record in Book 137, Page 96, Register's Office for Williamson County, Tennessee.

This conveyance is also made subject to the Plan of record in Book 3952, Page 40, Register's Office for Davidson County, Tennessee, and which shows an owner's certificate a 100-foot minimum building setback line from Shamrock Drive and a 10-foot public utility and drainage easement along the rear line of said lot, and is hereby made subject to the exhibit to the deed of correction of record in Book 140, Page 463, Register's Office for Williamson County, Tennessee, which shows a 100-foot minimum building setback line from Shamrock Drive and a 10-foot public utility and drainage easement along the rear line of said lot.

And further the parties agree that the entry of this decree for a divorce between the parties subsequent to the execution of this property settlement agreement and into which this agreement is incorporated shall have all the force and effect of a deed.

And further the Complainant agrees to pay all notes and mortgages on the above described premises and will hold the Defendant harmless for any claim for such note or mortgage, taxes, insurance payments, repairs, or other expenses as may arise against said properties.

2. The Complainant shall retain all of the household furnishings that are presently located at 1912 Shamrock Drive, Brentwood, Tennessee. The Complainant and the Defendant shall each retain their own personal belongings such as clothing and jewelry and the like.

3. The Defendant agrees to transfer and set over the title to a 1969 Kingswood Chevrolet Station Wagon now titled in his name to Complainant.

4. The Defendant agrees to pay to the Complainant or other person having the care of the minor children of the parties the sum of seven hundred dollars ($700.00) a month beginning the first day of November, 1975 and continuing until the first day of November, 1980, on the condition that the Complainant does not remarry or sell or lease the property located at 1912 Shamrock Drive, Brentwood, Tennessee. In the event the Complainant remarries or sells or leases the property located at 1912 Shamrock Drive, Brentwood, Tennessee, the child support payments will be reduced to two hundred and fifty dollars ($250.00) per child in accordance with the same provisions that follow, for the period beginning November 1, 1980, effective the first day of the month following the remarriage, sale or lease of the property. Beginning the 1st day of November, 1980, unless the Complainant shall have sooner remarried or sold or leased the premises at 1912 Shamrock Drive, Brentwood, Tennessee, the Defendant agrees to pay to the Complainant or other person having the care of the then

minor children of the parties in the Complainant's custody the sum of two hundred and fifty dollars ($250.00) for each child of the parties until such child shall reach the age of eighteen or until the child shall reach the age of twenty-one (21) if such child shall be actively pursuing a full-time course of education, at an accredited college or university or in the event the child may become handicapped until such time the disability is removed. For the purposes of this agreement a handicapped child shall mean one who is physically or mentally incapable as opposed to unwilling to support himself. The Complainant further agrees that the Defendant shall be entitled to claim the minor children of the parties as exemptions on his Federal Income Tax Return in each and every year that he shall pay such child support and that she will not claim the child or children as an exemption on her Federal Income Tax Return.

5. That the Defendant agrees that until such time the minor children of the parties shall reach their eighteenth birthday, or until their twenty-first birthday if they actively pursue college education, as set out in Paragraph 3 above or in the event the child or the children of the parties should be mentally or physically incapable of caring for himself upon reaching their age of majority, then until such time as the physical or mental incapacity shall cease to effect the child he will maintain the life insurance policy he presently owns in the amount of $10,000.00 issued by the Life of Georgia Insurance Company in favor of said child or children and such child or children shall be named beneficiary with Dorothy Joyce Barnes being named as Trustee for such child or children.

6. That the Defendant agrees that he shall be responsible for maintaining accident and health insurance for the minor children of the parties until such time the child or children shall reach its majority or until the age of twenty-one if the child (or children) actively pursue(s) a college education as provided in paragraph 3 above, or if the child is physically or mentally handicapped upon reaching its majority then until such time as the incapacity ceases to exist.

7. The absolute custody and control of the parties minor children shall remain with and be vested in the Complainant and the Defendant shall have reasonable visitation privileges.

It is intended by the parties hereto that this agreement shall settle all marital and property rights between the parties, and in the event either party shall subsequent to this agreement be entitled to a divorce, this agreement shall continue binding upon the parties and shall with the consent of the Court be incorporated into a Final Decree of Divorce.

Executed in Nashville, Davidson County, Tennessee, this 30th day of October, 1975.

/S/
DOROTHY JOYCE BARNES

/S/
BOBBY K. BARNES

The Court finds that this separation agreement is proper since the interest of both parties are adequately protected therein and the Complainant is the fit and proper person to have the care and custody of the said minor children of the parties; and that this

agreement be, and the same is hereby, made the judgment of this Court;

It is further ORDERED, ADJUDGED and DECREED that the Defendant pay the costs of this cause for which execution may issue if necessary.

EDWARD M. TURNER, CHANCELLOR

Approved for Entry:

Law Offices, Thomas E. Watts, Jr.

By M. Milton Sweeney
M. Milton Sweeney
Attorney for Complainant

622 J.C. Bradford Bldg.
Nashville, Tennessee
256-5146

STATE OF TENNESSEE

COUNTY OF SUMNER

I, WILLIAM F. DURHAM, CLERK AND MASTER of the Chancery Court of Sumner County, Tennessee, do hereby certify that the attached is a true, correct and complete copy of the Final Decree, in the case of Dorothy Joyce Barnes VS. Bobby K. Barnes as the same appears of record in the Office of the Chancery Court of Sumner County, Tennessee.

WITNESS my hand and the seal of said Chancery Court for Sumner County, at Gallatin, Tennessee, this the 2 day of Dec., 1975.

CHANCERY COURT * GALLATIN, TENN.

William F. Durham
WILLIAM F. DURHAM, CLERK AND MASTER

BY: Betty Lester
DEPUTY CLERK

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IDENTIFICATION REFERENCE

DEC 3 10 22 AM '75

FEE REGISTER
DAVIDSON COUNTY, TENN.