BOOK 5052 PAGE 393

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

96-9
10/pw

REBECCA CUNNINGHAM MARTIN,

Complainant,

-vs-

No: 82154

WILLIAM DONALD MARTIN,

Defendant.

IDENTIF. REFERENCE

JUL 30 2 44 PM '76

FELIX ... REGISTER
DAVIDSON COUNTY, TENN.

96100

FINAL DECREE

This cause came to be heard before the Honorable Benson Trimble, Judge of the Fourth Circuit Court, upon the Complainant's

JUL 30 MISC B* 10.00 * 10.00

Petition which was filed on or about March 5, 1976, personal service on the Defendant on or about March 8, 1976, a pro confesso awarded in favor of the Complainant on or about April 14, 1976, testimony of the Complainant and her witnesses, Interrogatories submitted in behalf of the Complainant, and the entire record.

From all of which the Court was of the opinion that the allegations contained in the original bill were fully sustained, that is, that the Defendant has been guilty of such cruel and inhuman treatment or conduct towards the Complainant as renders cohabitation unsafe and improper.

It is, therefore, ORDERED, ADJUDGED, and DECREED by the Court that the Complainant be and she is hereby granted an absolute divorce from the Defendant and restored to all the rights and privileges of an unmarried person.

It is further, ORDERED, ADJUDGED, and DECREED by the Court that the Complainant's maiden name be restored and that she be known and designated as Rebecca Cunningham.

It is further, ORDERED, ADJUDGED, and DECREED by the Court that whatever right, title or interest that the Defendant has or may have had in the real property hereinafter described be and the same is divested out of him and vested in the Complainant as her sole property:

> BEING Lot No. 17 on the Plan of Perry Heights Subdivision, as of record in Book 2900, page 18, Register's Office for Davidson County, Tennessee.
>
> SAID Lot No. 17 fronts 68 feet on the north side of McKeige Drive and runs back 182.3 feet on the west line and 178 feet on the east line to a dead line in the rear on which it measures 82 feet.
>
> BEING the same property conveyed to Danny R. Arms and wife, Linda Fay Arms by deed from W. N. Meade and wife, Josephine F. Meade, of record in Book 4393, page 589, Register's Office for Davidson County, Tennessee.
>
> It is understood and agreed that part of the consideration for the transfer of this property is the agreement of the Grantees to assume the unpaid balance of a note secured by a first mortgage deed of trust to Commerce Union Bank of record in Book 4393, Page 591, Register's Office for Davidson County, Tennessee, and also that the escrow account in connection with the aforesaid deed of trust is hereby transferred to the said Grantees.

It is further, ORDERED, ADJUDGED, and DECREED by the Court that the Property Settlement Agreement entered into by and between the parties on the 25th day of March, 1976, which is copied herein verbatim, be and the same is hereby approved in its entirety:

"PROPERTY SETTLEMENT AGREEMENT

> THIS AGREEMENT entered into this 25th day of March, 1976, between REBECCA CUNNINGHAM MARTIN, hereinafter referred to as "wife", and WILLIAM DONALD MARTIN, hereinafter referred to as "husband".

WHEREAS, irreconcilable differences have arisen between the parties and a divorce action is being filed in the Circuit Court for Davidson County, Tennessee; and,

WHEREAS, the parties would like to enter into an agreement for the distribution of the jointly-owned properties and assets; they therefore mutually agree as follows:

1. The parties agree that all right, title, and interest, in the improved realty now owned by the husband and wife as a tenancy by the entirety and located at 2728 McKeige Drive, Donelson, Tennessee, which is more fully described hereinafter, shall be vested upon the signing of this agreement in the wife. The husband hereby agrees to execute any and all documents necessary to evidence any transfer of his respective interests. The property is more fully described, to wit:

Being lot No. 17 of the plan of Perry Heights Subdivision, as of record in Book 2900, Page 18, Register's Office for Davidson County, Tennessee.

Said lot No. 17 fronts 68 feet on the north side of McKeige Drive and runs back 182.3 feet on the west line and 178 feet on the east line to a dead line in the rear on which it measures 82 feet.

Being the same property conveyed to Danny R. Arms and wife, Linda Faye Arms, by deed from W. N. Meade and wife, Josephine F. Meade, of record in Book 4393, Page 589, Register's Office for Davidson County, Tennessee

/s/ Rebecca Cunningham Martin
REBECCA CUNNINGHAM MARTIN

/s/ William Donald Martin
WILLIAM DONALD MARTIN

2. The parties agree that all right, title, and interest in the 1964 Chèverolet, which is presently in the wife's maiden name, shall remain in her name and that the husband hereby agrees to make no claims thereon.

3. The parties agree that all right, title, and interest in the 1971 Pontiac shall be vested in the husband upon the signing of this agreement. The wife hereby agrees to execute any and all documents necessary to evidence this transfer of interest.

4. The parties agree that all home furniture and furnishings shall become the property of the wife with the following exceptions; a small table and a coffee table in the den, dinning room table and chairs, a stereo with records and tapes, a fireplace lamp on television, a smoking stand, a table lamp in the den. The above mentioned items of personal property shall vest in the husband.

5. It is agreed that the motorcycle which is in both parties' names shall be vested in the husband and the wife hereby agrees to execute any and all documents necessary to evidence this transfer of her interests.

6. The parties further agree that all power tools of the parties' shall be vested in the husband and that the wife hereby agrees to execute any and all documents necessary to evidence this transfer of her interest.

7. It is further agreed that all right, title, and interest in the parties joint savings account and in the savings certificate shall be vested exclusively in the wife. The husband hereby agrees to execute any and all documents necessary to evidence this transfer of any possible interest.

/s/ Rebecca Cunningham Martin
REBECCA CUNNINGHAM MARTIN

/s/ William Donald Martin
WILLIAM DONALD MARTIN

8. The parties further agree that seven (7) Twenty-Five Dollar ($25.00) savings bonds which the husband has accumulated from his work checks shall be vested in the husband and the wife hereby agrees to execute any and all documents necessary to evidence this transfer of interest.

9. It is further agreed that the husband shall pay the wife's attorneys fees in the amount of Three Hundred Fifty Dollars ($350.00).

10. The parties agree that this agreement constitutes an equitable settlement of all of the properties of the parties, and any property or asset not specifically mentioned shall remain the property of the party now having possession, custody, or legal right.

11. The parties further agree that this agreement shall be submitted to the Court having jurisdiction to become part of the Final Decree.

/s/ Rebecca Cunningham Martin
REBECCA CUNNINGHAM MARTIN

/s/ William Donald Martin
WILLIAM DONALD MARTIN"

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

ENTERED this day of 1976.

JUDGE

7-28-76

APPROVED FOR ENTRY:

BRANSTETTER, MOODY & KILGORE
Attorneys for Complainant
200 [illegible] Street, 4th Floor

cc: Mr. William Donald Martin
5511 Meadow Crest
Nashville, Tennessee 37209

BOOK 5052 PAGE 397

#82154 7-28-76.

STATE OF TENNESSEE

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a correct transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Rebecca Cunningham Martin *Plaintiff, and* William Donald Martin *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 30 *day of* July *in the year one thousand nine hundred and* 76 *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By ____, *D. C.*