Loan # 111606-1

74B-624

BOOK 5097 PAGE 692

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

132-6

BETTY S. TALLEY)
)
vs.) No. 64069
)
PAUL G. TALLEY)

O R D E R

This cause came on to be heard on the 15th day of February, 1972, before the Honorable William P. Ortale, Special Judge, etc., upon the original bill filed by the complainant, the order of pro confesso, and the testimony offered by the complainant and her witnesses, from all of which it did appear to the Court as follows:

DEC 17 MISC B* 8.00 * 8.00

That the parties hereto are citizens and residents of Nashville, Davidson County, Tennessee, and have been for a period in excess of one (1) year; and that the defendant has been guilty of such cruel and inhuman treatment toward the complainant as to render further cohabitation unsafe and improper for her to remain under his dominion and control, and that the complainant is entitled to an absolute divorce and restoration to all the rights of a single person.

Further, it was made to appear to the Court that the parties had entered into, on October 1, 1971, a Property Settlement Agreement concerning real and personal properties. The Court was of the opinion that the Property Settlement Agreement was a fair one and did approve the same.

It is, therefore, ORDERED, ADJUDGED AND DECREED that the complainant, Betty S. Talley, be granted an absolute divorce from the defendant, Paul G. Talley, and the bonds of matrimony between the parties be and they are hereby forever dissolved.

It is further ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement entered into by and between the parties hereto is approved and is set forth herein as the judgment of the Court:

"PROPERTY SETTLEMENT AGREEMENT"

"THIS AGREEMENT, made this 1st day of October, 1971, by and between BETTY S. TALLEY (hereinafter called 'Party of the First Part') and PAUL G. TALLEY (hereinafter called 'Party of the Second Part').

"W I T N E S S E T H :"

"WHEREAS, the parties hereto are presently husband

and wife, but because of irreconcilable differences have separated, and it is anticipated that an action for divorce shall be filed within thirty (30) days from the execution of this Agreement; and in anticipation of the same, the parties desire to settle their rights to properties owned by them, so as to avoid litigation in regard to these issues, and that this Property Settlement Agreement shall be incorporated as part of the final order of the court;

"NOW THEREFORE, the parties hereto do mutually agree as follows:

"1. The parties do presently own a residence located at 806 Crestwood Drive, Nashville, Davidson County, Tennessee, and more particularly described as follows:

> "Land in Davidson County, Tennessee, being Lot No. 19 on the Map of Crestwood Acres, of record in Book 1130, page 60, Register's Office for Davidson County, Tennessee.
>
> "Said Lot No. 19 fronts 120 feet on the northerly side of Crestwood Drive and runs back 321 feet on the easterly line and 305.6 feet on the westerly line to a dead line, measuring 185 feet thereon.
>
> "Being the same property conveyed to Thomas H. Crawford and wife, Anne C. Crawford, by deed from James H. Shannon and wife of record in Book 2195, page 181, said Register's Office.

"Upon the entry of the final order in the contemplated divorce suit between the parties hereto, and this agreement being incorporated therein, all rights, title and interest to the above described realty shall be divested of the Party of the Second Part and vested in the Party of the First Part.

"Likewise, upon the entry of the final order in the contemplated divorce action between the parties, all of the furniture, fixtures and appliances located in the said residence above described shall become the sole property of the Party of the First Part and the Party of the Second Part divested of all his rights, title and interest in the same.

"2. Upon the entry of the final order in the contemplated divorce action between the parties, the Party of the Second Part shall pay to the Party of the First Part, as alimony, beginning on the first day of the month following the entry of the said order, the sum of Six Hundred Fifty Dollars ($650.00) per month, and continue such monthly payments of alimony until the death of the Party of the First Part, or until she remarries.

"Upon the execution of this Agreement, the Party of the Second Part shall pay to the Party of the First Part the sum of Six Hundred Fifty Dollars ($650.00) per month for support, said payment being made on the first day of each month, beginning October 1, 1971, and continuing until the entry of the final order in the contemplated divorce action between the parties hereto.

"3. The Party of the Second Part is the owner of some four thousand (4,000) shares of common stock of State Stove and Manufacturing Company, a Tennessee corporation. The Party of the Second Part is an employee of the said company and the stock is pledged for its unpaid purchase price.

"The Party of the Second Part agrees that in the event of the sale of the said stock, or any portion thereof, for cash

as a result of corporate reorganization, merger or otherwise, the Party of the First Part being still alive, Party of the Second Part shall pay to the Party of the First Part twenty per cent (20%) of the proceeds of such cash sale, or Fifty Thousand Dollars ($50,000.00), whichever figure is smaller.

"4. It is contemplated between the parties that the Party of the First Part shall institute suit for divorce against the Party of the Second Part upon the execution of this Agreement, and the Party of the Second Part agrees to pay the attorneys' fees incurred by the Party of the First Part and costs of the said divorce action, not to exceed the sum of Five Hundred Dollars ($500.00). Any attorneys' fees incurred by the Party of the First Part in excess of Five Hundred Dollars ($500.00) shall be paid by the Party of the First Part.

"5. It is understood by and between the parties that the rights and obligations conferred upon each by this Agreement are in lieu of any and all legal rights or obligations each may have to the other now and hereafter, and each does hereby waive all such legal rights, save the right to enforce this Agreement.

"IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written."

Witness:

/s/ John T. Conners, Jr. — /s/ Betty S. Talley
BETTY S. TALLEY
Party of the First Part

/s/ John T. Conners, Jr. — /s/ Paul G. Talley
PAUL G. TALLEY
Party of the Second Part"

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

/s/ W. P. Dibble
SPECIAL JUDGE

Enter This 22 Day of Feb, 1972

APPROVED FOR ENTRY:

/s/ Paul T. Conners Jr.
ATTORNEY FOR COMPLAINANT

I certify that a copy of the foregoing Order has been mailed to Defendant, Paul G. Talley, c/o State Stove & Manufacturing Co., Inc., Ashland City, Tennessee, this 17th day of February, 1972.

/s/ Paul T. Conners Jr.
Attorney for Complainant

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STATE OF TENNESSEE BOOK 5097 PAGE 695

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~~ True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Betty S. Talley *Plaintiff, and* Paul G. Talley *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* 4 *day of* April *in the year one thousand nine hundred and* 72 *and in the* 196th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature], *D. C.*

REF. REFERENCE
DEC 7 10 00 AM '76
REGISTER
DAVIDSON CO. TENN.

2-22-72 74B-624 64069

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* Betty S Talley *Plaintiff, and* Paul G Talley *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* 13 *day of* December *in the year one thousand nine hundred and* 76 *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature], *D. C.*