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IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY,

TENNESSEE AT NASHVILLE

MAP 104-11
PAR. 179 M.P.

ANGIE LOIS SCHOLES,)
Plaintiff & Cross-Defendant)
)
Vs.) NO. 83136
)
JAMES A. SCHOLES,)
Defendant & Cross-Plaintiff)

D 83642

IDENTIF. REFERENCE

FILED
JAN 4 10 49 AM '77
REGISTER
DAVIDSON COUNTY, TENN.

FINAL DECREE

This cause came on to be heard on this the 16th day of November, 1976 before the Honorable Daniel D. Finch, Special Judge, as an uncontested case, upon the Cross-Complaint, answer thereto, testimony of witnesses heard and examined in open Court, Property Settlement Agreement on file, argument of counsel and the entire record in this cause from all of which the Court finds that the Cross-Complaint of James A. Scholes has been fully sustained by the proof and the Cross-Defendant has been guilty of such cruel and inhuman treatment or conduct as to render further cohabitation unsafe and improper and he is accordingly awarded an absolute divorce and the original Complaint should be dismissed and the Property Settlement Agreement is in all things 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 by and between the parties herein are now and forevermore perpetually dissolved and the Cross-Plaintiff is awarded an absolute divorce.

It is further ORDERED, ADJUDGED and DECREED by the Court that the Property Settlement Agreement executed by the parties is in all things ratified and confirmed and each

provision therein is adjudged and decreed collectively as though separately adjudged and decreed and the same is in words and figures as follows:

"PROPERTY SETTLEMENT AGREEMENT

This Property Settlement Agreement is entered into by and between ANGIE LOIS SCHOLES, hereinafter referred to as "Wife," and JAMES A. SCHOLES, hereinafter referred to as "Husband." The parties mutually agree as follows:

WHEREAS, the parties are husband and wife but have encountered irreconcilable marital difficulties; and

WHEREAS, the parties are presently separated and there is a divorce action pending in the First Circuit Court for Davidson County, Tennessee styled Angie Lois Scholes vs. James A. Scholes, Number 83136; and

WHEREAS, the parties have each individually agreed to this property settlement agreement and have committed no collusion, and

WHEREAS, it is the desire of the parties hereto to settle all property matters subject to the approval of the Court;

NOW, THEREFORE, in consideration of the mutual promises of the parties to one another, the parties do hereby agree as follows:

1. Wife shall transfer and convey to Husband all of her right, title and interest in and to their home on Fairfax Avenue and Husband shall transfer and convey to Wife all of his right, title and interest in and to their twenty-two (22) acre farm located in the State of Kentucky.

2. Husband shall transfer title to Wife to the automobile which she is presently using and has in her possession and will accomplish the same by properly executing title certificate to same.

3. Each party shall retain the personal property presently in their possession with the only exception being that Husband shall transfer the dessert plates and crystal to Wife.

4. Within thirty (30) days of the entry of a final decree of divorce, Husband will pay to Wife the sum of Ten Thousand Dollars ($10,000.00) and on the anniversary date of said payment he will each year for two (2) years pay to Wife the sum of Five Thousand ($5,000.00) Dollars for a total payment of Twenty Thousand ($20,000.00) Dollars. Husband will pay to Wife's solicitor of record the sum of Seven Hundred Fifty Dollars ($750.00) as a reasonable fee for services rendered to her and be responsible for any and all court costs in the divorce actions filed by the parties.

5. This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, successors and assigns.

Each party acknowledges that he has read the foregoing agreement and that the same is fair and incorporates their full understanding of their property rights and the same will be incorporated in any decree of divorce granted to either of the parties.

Signed this 9th day of November, 1976.

/s/ Angie Lois Scholes
ANGIE LOIS SCHOLES, Wife

/s/ Charles G. Cornelius
Witness

/s/ James A. Scholes
JAMES A. SCHOLES, Husband

/s/ Chris C. Galyon
Witness"

To further carry out the terms of said Agreement, all of the right, title and interest of Angie Lois Scholes in and to the following described real estate in Davidson

County, Tennessee is divested out of her and vested in James August Scholes, the same to be his absolutely:

> Land in Davidson County, Tennessee, being Lot No. 15 and the west 2 feet of Lot No. 14 and the northerly 9 feet of the westerly part of Lot No. 16 on the Plan of W. W. Dillon's Resubdivision, of record in Book 421, page 12, Register's Office for said County.
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> Said property fronts 116 feet on the south side of Fairfax Avenue, formerly Edgar Jones Avenue, and runs back 180 feet on the east line and 180.2 feet on the west line, along the east margin of 24th Avenue, South, to a line in the rear on which they measure 121.3 feet.
>
> Being the same property conveyed to James August Scholes and wife, Angie Lois Scholes, by deed from Felix C. Robb, of record in Book _____, page _____, Register's Office for Davidson County, Tennessee.

and all of the right, title and interest of James A. Scholes in and to the following described real estate in Ballard County, Kentucky is divested from him and vested in Angie Lois Scholes, the same to be hers absolutely:

> Beginning at a point in the north right-of-way line of Highway No. 121, in the center of Shelton Creek, opposite the center of a crete bridge; thence with the north right-of-way line of State Highway No. 121, N. 64 Deg. 21 Min. W. 783 feet to a concrete marker, a new corner with D. F. Fraser; thence N. 11 Deg. 33 Min. E. 940 feet to another new corner with Fraser and Clifton Loudermilk; thence S. 86 Deg. E. 84 feet; thence S. 20 Deg. 30 Min. E. 32 feet; thence S. 88 Deg. E. 328 feet; thence S. 76 Deg. E. 448 feet to a point in the center of Shelton Creek corner with the land of Arthur Pettit; thence down stream and with the meanders of Shelton Creek S. 15 Deg. W. 431 feet; thence S. 18 Deg. W. 399 feet; thence S. 12 Deg. W. 117 feet; thence S. 10 Deg. W. 232 feet to the point of beginning, and containing 20.2 acres more or less, according to a plat and survey made by B. Allie Hall on the 6th day of March, 1972.
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> Being the same property conveyed to James A. Scholes and wife, Angie Lois Scholes, by deed from David F. Fraser and wife, Ruth Fraser, as of record in Deed Book _____, page _____, Ballard County Court Clerk's Office.

It is further ORDERED, ADJUDGED and DECREED by the Court that the original Complaint filed in this cause be and

the same is hereby dismissed and the Cross-Plaintiff will pay the costs of this cause as set forth in the foregoing Property Settlement Agreement for which execution may issue if necessary.

s/ Dan D. Finch
DANIEL D. FINCH
Special Judge

APPROVED FOR ENTRY:

A. B. Neil, Jr.
Attorney for Cross-Plaintiff

CERTIFICATE:

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to Honorable Charles G. Cornelius, Attorney for Cross-Defendant, at Third National Bank Building, Nashville, Tennessee 37219 on this the 16 day of November, 1976.

A. B. Neil, Jr.

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* ANGIE LOIS SCHOLES *Plaintiff, and* JAMES A SCHOLES *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* 4th. *day of* January *in the year one thousand nine hundred and* seventy-seven *and in the* 106th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By June Smith, *D. C.*

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