Address New Owner
Janice Denise Hunley
305 Hallemand Court
Nashville, Tenn. 37211

Tax Bills
Same

7-24-75
170/143

BOOK 5151 PAGE 875

IN THE SIXTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

148-2
70

JANICE DENISE NESTLER
Complainant

V.

ANDREW JEROME NESTLER, JR.
Defendant

No. 78601

FINAL DECREE

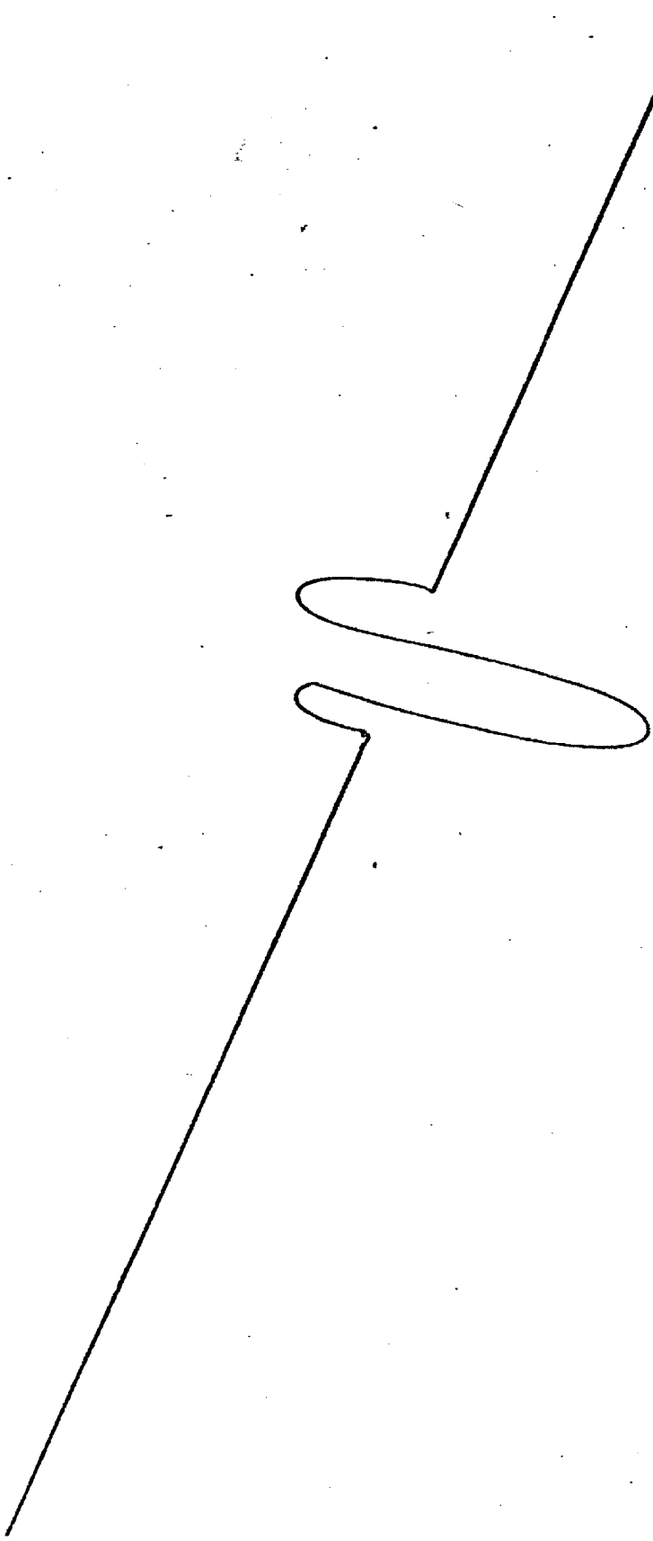
This cause came on to be heard on this 28th day of July, 1975, before the Honorable James Swiggart, Judge of the Sixth Circuit Court of Davidson County, Tennessee upon the original petition of the plaintiff for absolute divorce, personal service of process upon the defendant, the testimony of the plaintiff and her witnesses in open Court, argument of counsel, and the entire record in this cause, from all of which the Court is of the opinion that the allegations contained in the original complaint are fully sustained, that is, that the defendant has been guilty of such cruel and inhuman treatment or conduct toward the plaintiff as renders cohabitation unsafe and improper, thereby entitling plaintiff to an absolute divorce.

It is, therefore, ORDERED AND ADJUDGED that the plaintiff be, and she is hereby granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person. This action forever and perpetually dissolves the bonds of matrimony heretofore existing between the parties.

It is further ORDERED, ADJUDGED AND DECREED that the

MAIL TO:
W. G. TRABER
P.O. Box 2215
NASHVILLE, TENN. 37214

property settlement agreement entered into by the parties and examined by this Court is ratified, approved and ordered by the Court to be a fair and equitable division of the property and should be made a part of this decree as follows:



PROPERTY SETTLEMENT AGREEMENT

This agreement made and entered into this 23rd day of May, 1975, by and between JANICE DENISE HUNLEY NESTLER, and ANDREW JEROME NESTLER, JR., both citizens and residents of Davidson County, Tennessee.

W I T N E S S E T H:

WHEREAS, the parties were lawfully married in Davidson County, Tennessee, on July 6, 1971, and no children have been born of the union; and

WHEREAS, the parties own certain real and personal property; and

WHEREAS, certain differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and to cohabit as man and wife, and they are now living separate and apart from each other; and

WHEREAS, it is the desire of both parties finally and for all time to determine and settle their property rights, and all rights of support and maintenance of Janice Nestler, by Andrew J. Nestler, Jr., all dower and homestead rights, and all other rights of whatever description existing between the parties arising out of the marital relationship;

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and for the acts to be performed by the parties hereto, agree as follows:

1. The parties agree that their personal furnishings, including furniture and clothing shall be divided

equally, share and share alike. This clause pertains to all personal property not otherwise disposed of in this agreement.

2. The parties agree that Janice Hunley Nestler shall have ownership and possession of the automobile now titled in her name. It is further agreed that she assumes the obligation or debt outstanding on this automobile solely, and agrees to hold Andrew J. Nestler, Jr. harmless from any further obligation on this automobile from this day forward.

3. The parties agree that Andrew J. Nestler, Jr., shall have ownership and possession of the motorcycle now titled in his name. It is further agreed that he assumes the obligation or debt outstanding on this motorcycle solely, and agrees to hold Janice Hunley Nestler harmless from any further obligation on this motorcyle from this day forward.

4. The parties agree that Andrew J. Nestler, Jr., shall assume solely a loan now owed to Draughn's Business College by the parties. Andrew J. Nestler, Jr., agrees to hold Janice Hunley Nestler harmless from this obligation and to indemnify her and make her whole should she be found liable on this obligation.

5. The parties agree that Janice Hunley Nestler shall have ownership and possession of the T.V. and refrigerator purchased from the Goodyear Tire and Rubber Company. Janice Hunley Nestler agrees to assume sole responsibility for the remaining balance owed Goodyear on this obligation, and agrees to hold harmless Andrew J. Nestler, Jr., on this obligation.

6. Andrew J. Nestler, Jr., hereby releases and relinquishes to Janice Hunley Nestler all right, title and interest he may have in certain real property located at 305 Lallemand Court, Nashville, Tennessee hereinafter more fully described:

> Being Lot No. 14 on the Plan of Luna Heights, Section II, of record in Book 2900, page 85, Register's Office for said County, as follows:
>
> Said Lot No. 14 fronts 217.6 feet on the southerly and southeasterly side of Lallemand Court as measured around a curve, and runs back 114 feet on the southwesterly line and 137 feet on the easterly line to a dead line in the rear on which it measures 95 feet.
>
> Being the same property conveyed to Andrew J. Nestler and wife, Janice H. Nestler, by warranty deed from Malcolm C. Matthews and wife, Nancy J. Matthews, of record in Book 4727, page 949, Register's Office for Davidson County, Tennessee

7. The parties agree with one another to execute any and all instruments, deeds, titles, or other papers necessary to implement the terms of this agreement.

8. It is further understood and agreed that this agreement shall in no way restrict either party's right to maintain any suit for divorce, and it shall in no way restrict either party's right to make a defense to such suit. It is further understood and agreed by and between the parties that in the event a suit is filed and divorce is granted, this instrument shall be incorporated in the divorce decree insofar as it undertakes to settle the matter of alimony and the property rights of the parties hereto.

9. It is further understood and agreed that this property settlement agreement is intended to be a final settlement agreement of the property rights of the respective

parties hereto and is a full discharge of Andrew J. Nestler, Jr., from all other obligations to support Janice Hunley Nestler and a just discharge from all other claims arising out of their marital relationship, and that each hereby waives and relinquishes to the other all rights, or claims which each may have or hereafter acquire under the law of any jurisdiction on the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the Will of the other, inheritance, descent or distribution, alimony or support, right to act as administrator or executor of the other's estate and this agreement applies to all property now owned by Andrew J. Nestler, Jr., and Janice Hunley Nestler, or any property that either of them may acquire in the future.

10. This agreement shall be binding upon and inured to the benefit of the parties hereto, their personal representatives, heirs and assigns.

11. It is further understood and agreed by and between the parties that this property settlement agreement is entered into without undue influence, fraud, coercion, misrepresentation, or for any reason not herein stated. The provisions of this agreement and their legal effect are fully known by each of the parties, and each party acknowledged that the agreement is fail and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the parties have, having read this instrument and familiarized themselves with its contents,

signed and executed this instrument on the day and date above written.

Andrew J. Nestler, Jr.

Janice Hunley Nestler

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the said county and state, the within named ANDREW J. NESTLER, JR., with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 23rd day of May, 1975.

Notary Public

My commission expires:

Jan. 30, 1979

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the said county and state, the within named JANICE HUNLEY NESTLER, with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 23rd day of May, 1975.

Notary Public

Jan. 30, 1979

It is further ORDERED AND ADJUDGED that the plaintiff's maiden name, Janice Denise Hunley, be restored to her.

The cost of this cause are taxed against the defendant, for which execution may issue, if necessary.

Enter This 29th Day of July, 1975

James K. Sandgent
Judge

Approved for entry:
MAY26

MISC B* 16.00 * 16.00

James C. Cope, Attorney for plaintiff

NEAL & HARWELL
800 Third National Bank Building
Nashville, Tennessee 37219

FELIX E. WILSON, REGISTER
DAVIDSON COUNTY, TENN.
MAY 26 11 28 AM '77

IDENTIF. REFERENCE

E05802

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing decree was forwarded by first class mail to the defendant at his last known mailing address, this 29th day of July, 1975.

James C. Cope

7-29-75 17A/143

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* Janice Denise Nestler *Plaintiff, and* Andrew Jerome Nestler Jr. *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* 18th *day of* May *in the year one thousand nine hundred and* Seventy Seven *and in the* 201 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By V. Clerk, *D. C.*