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IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

PHYLLIS UNGER HILLER,
Complainant,

vs.

AARON (NMN) HILLER,
Defendant.

NO. 84674

FINAL DECREE OF DIVORCE

This cause came on to be heard this 2d day of December, 1976, before the Honorable James M. Swiggart, Judge of the Sixth Circuit Court of Davidson County, Tennessee, upon the Petition for Absolute Divorce, testimony of complainant and witnesses in open court, statements of counsel, the Financial Settlement signed by the parties tendered to and received by the Court, and upon the entire record in this cause, from all of which the Court found that the defendant was guilty of such cruel and inhuman treatment as rendered further cohabitation with him unsafe and improper.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing and subsisting between the parties be and are hereby perpetually dissolved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Financial Settlement entered into by and between the parties and made a part hereof, in the terms and conditions set forth hereinbelow, be and is hereby approved by the Court and made a part of this judgment and decree as follows:

"FINANCIAL SETTLEMENT

Aaron Hiller and Phyllis Unger Hiller

1. Family home at 2008 20th Avenue So., Nashville, Tenn. to be fully owned by Phyllis. Aaron agrees

to pay 1/3 of the 2nd mortgage payable to Commerce Union Bank.

2. Phyllis to get full ownership of the 1971 Volkswagon. All other personal property, including furniture is negotiable.

3. Aaron agrees to pay Phyllis $100.00 every two weeks plus 50% of all his earnings in excess of $600.00 net every two weeks until such time as Phyllis either re-marries or her personal income stabilizes at $1,200 a month net, whichever occurs first.

4. Aaron agrees to keep his life insurance policies in force with Phyllis as primary beneficiary until such time as Phyllis re-marries.

5. Aaron will assume responsibility for the remainder of son Daniel's education plus responsibility for son Jonathan's college education.

6. Interest in Creative Materials Library and Oak Hill Music Co., inc. is personally negotiable.

7. Aaron agrees to pay Genesco loan in full.

/s/ Aaron Hiller
Aaron Hiller

/s/ Phyllis Unger Hiller
Phyllis Unger Hiller

October 3, 1976."

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Financial Settlement hereinabove approved and made a part of this judgment shall and does hereby terminate all dower, homestead, curtesy and rights of inheritance and succession as between these parties.

The costs are taxed to the defendant, for which execution may issue, if necessary.

ENTER, this 29th day of December, 1977.

JAMES M. SWIGART, JUDGE OF THE SIXTH CIRCUIT COURT

APPROVED FOR ENTRY:

R. DAVID LUDWICK
Attorney for complainant

cc: Aaron Hiller
1002-B Estes Road
Nashville, Tennessee 37205

MAIL:
Phyllis U. Hiller
2008 - 20th Ave. S.
Nashville, Tenn. 37212

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IDENTIF REFERENCE

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REGISTER
DAVIDSON TENN.

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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* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Phyllis Unger Hiller *Plaintiff, and* AAron (NMN) Hiller *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* 20th *day of* June *in the year one thousand nine hundred and* Seventy-Seventh *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddings, *D. C.*

Form #GR-117