IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

GOLDIES (COMBS) DOBYNS )
)
VS. ) NO. 82586
)
NEIL HAMILTON DOBYNS )

FINAL DECREE

This cause came on to be heard on the 25th day of June, 1976, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original Petition for Divorce, testimony of Plaintiff and her two witnesses, statement of counsel in open court and the entire record, from all of which the Court finds that the Plaintiff is entitled to an absolute divorce.

It further appeared to the Court that the parties had entered into a property settlement agreement which is herein incorporated as part of the Final Decree, set out verbatim as follows, and which the Court hereby approves:

PROPERTY SETTLEMENT AGREEMENT

"THIS AGREEMENT, made and entered into on this 5th day of April, 1976, by and between GOLDIES (COMBS) DOBYNS, hereinafter referred to as WIFE, and NEIL HAMILTON DOBYNS, hereinafter referred to as HUSBAND:

W I T N E S S E T H:

WHEREAS, the parties hereto have encountered marital difficulties which are apparently irreconcilable; and

WHEREAS, WIFE has filed a Petition for Divorce in the Circuit Courts of Davidson County, Tennessee, against HUSBAND; and

WHEREAS, the parties hereto are mutually desirous of adjusting certain property rights between themselves;

NOW THEREFORE, for good and sufficient consideration, the parties hereto agree as follows:

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

1. WIFE shall receive the real properties located at 2629 Mesa DRive, Nashville, Tennessee 37217, and at 1914 Long Avenue, Nashville, Tennessee 37206.

2. WIFE shall receive the furnishings contained in the houses located on the above-mentioned real properties.

3. WIFE shall receive the 1966 Buick automobile of the parties.

4. WIFE shall assume the following obligations of the parties.

a. Castner-Knott
b. Associates Capital Corporation
c. Commerce Union Bank
d. Mortgage Associates, Inc.
e. Lomas and Nettleton Company

5. HUSBAND shall receive all right, title and interest in and to the business known as Residue Rescue and the trucks belonging to said business:

a. One (1) 1973 Chevrolet truck, one/half ton
b. One (1) 1973 Dodge truck, one and one/half tons
c. One (1) 1969 Chevrolet truck, one and one/half tons

6. HUSBAND shall assume the following obligations of the parties:

a. First American National Bank, truck note
b. First American National Bank, truck note
c. First American National Bank, personal note
d. First American National Bank, ninety-day note

7. HUSBAND shall pay the attorney's fee.

8. HUSBAND and WIFE agree that if a divorce is granted in the Circuit Courts of Davidson County, Tennessee, the parties will request that this AGreement be established as the final settlement between the parties adn be made a part of the divorce decree."

/s/
Goldies(Combs) Dobyns

Witness:

/s/

/s/
Kelly Hamilton Dobyns

Witness:

/s/

It further appeared to the Court that the parties had entered into an amended property settlement agreement which is herein incorporated as part of the Final Decree, set out verbatim as follows, and which the Court hereby approves:

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AMENDED PROPERTY SETTLEMENT AGREEMENT

"THIS AMENDED AGREEMENT, made and entered into on this _____ day of May, 1976, by and between GOLDIE (COMBS) DOBYNS, hereinafter referred to as WIFE, and NEIL HAMILTON DOBYNS, hereinafter referred to as HUSBAND:

W I T N E S S E T H:

WHEREAS, WIFE has heretofore filed a Petition for Divorce in the Fourth Circuit Of Davidson County, Tennessee, against HUSBAND, and

WHEREAS, a Property Settlement Agreement has heretofore been filed with said Petition for Divorce;

NOW THEREFORE, the parties would like to amend said Property Settlement Agreement as follows:

1. HUSBAND, instead of WIFE, shall assume the obligation of paying the balance owed to Castner-Knott as of March 26, 1976.

2. HUSBAND agrees to pay Dr. E. Dewey Thomas any bills incurred as a result of any back injuries of WIFE caused by the HUSBAND that occurred approximately on March 26, 1976.

3. HUSBAND shall pay for the gasoline for WIFE's car up until the divorce and for a period of six (6) months after the divorce is granted, said amount of gasoline to be limited to one and one-half (1-1/2) tanks per week.

4. WIFE shall have the right to use the name Residue Rescue at any time and any place outside the State of Tennessee.

5. HUSBAND and WIFE agree that if a divorce is granted by the Fourth Circuit Court for Davidson County, Tennessee, the parties will request that this Amended Agreement, along with the original Property Settlement Agreement, be established as the final settlement between the parties and be made a part of the divorce decree."

/s/_____
Goldie (Combs) Dobyns

Witness:

/s/_____

/s/_____
Neil Hamilton Dobyns

Witness:

/s/_____

It is, therefore, ORDERED, ADJUDGED AND DECREED that Plaintiff is entitled to an absolute divorce from Defendant on the grounds of cruel and inhuman treatment, and that she be restored to all the rights and privileges of an unmarried person.

It is, further, ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement entered into by the parties and the Amended Property Settlement Agreement also entered into by the parties and set out verbatim above be, and the same hereby are, incorporated as a part of this Final Decree of Divorce.

It is, further, ORDERED, ADJUDGED AND DECREED that Defendant pay to Plaintiff the sum of Fifty-Three ($53.00) Dollars which represents a payment made by Plaintiff on the Castner-Knott bill.

It is, further, ORDERED, ADJUDGED AND DECREED that Defendant pay the sum of Fifty-Three ($53.00) Dollars on the Cain Sloan bill.

It is, further, ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be taxed against Defendant, for which execution shall issue if necessary.

Benson Hamble, Judge

7-26-76

APPROVED FOR ENTRY:

Thomas D. Steele
Attorney for Plaintiff

C E R T I F I C A T E

The undersigned hereby certifies that a copy of the foregoing Final Decree was mailed or delivered to Neil Hamilton Dobyns, at his last known address, 2131 Elm Hill Pike, Apartment N-285, Nashville, Tennessee 37210, this 26th day of July, 1976.

Thomas D. Steele

E 43108

IDENTIF. REFERENCE

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DEC 22 1 09 PM '77

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

DEC 22 MISC 3* 10.00 * 10.00

Mail
Don Garris
1150 Volte Blvd C-105
Nashville, Tn
37217

82586 101A/354

# 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~~ true copy *of the* ~~record~~ final decree *and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Goldie's (Condo) Tobyne *Plaintiff, and* Neil Hamilton Tobyne's *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* 22nd *day of* December *in the year one thousand nine hundred and* seventy-seven *and in the* two hundred second *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

*By* C. L. Rowland, *D. C.*

Form #CR-117