Address New Owner:
James E. Malloy
P. O. Box 2154
Nashville TN 37214

Send Tax Bills:
-Same-

3D-67924
84-16-56

11-15-77
34C/2151

BOOK 5262 PAGE 907

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

NOVEMBER 15th, 1977.

LOIS IRENE MALLOY)
)
Plaintiff)
)
VS.) NO. 86294
)
JAMES EDWARD MALLOY) MINUTE BOOK 34-C, PAGE 2151
)
Defendant)

DECREE FOR ABSOLUTE DIVORCE

This cause came on to be heard on this the 3rd day of November, 1977, before the Honorable Roy A. Miles, Sr., Circuit Judge (Retired), upon the complaint for divorce of the plaintiff, answer by the defendant, order heretofore entered amending the complaint and setting the case as an uncontested divorce, oral testimony by the plaintiff and a corroborating witness examined in open court, statements of counsel and the entire record in the case.

From all of which it appears to the Court that the complaint for divorce has been on file for sixty (60) days before being heard, and that the parties have no children under the age of eighteen (18) years, and that an absolute divorce should be granted on the grounds of irreconcilable differences and in the furtherance thereof, the Court affirmatively finds that the parties have made adequate and sufficient provisions for an equitable settlement of all property rights between them as follows:

PROPERTY SETTLEMENT AGREEMENT

This agreement made and entered into by and between LOIS IRENE MALLOY, (hereinafter called "wife"), and JAMES EDWARD MALLOY, (hereinafter called "husband"), both citizens and residents of Nashville, Davidson County, Tennessee on this the 22nd day of September, 1977.

WITNESSETH

WHEREAS, the wife and the husband were married on November 25, 1950, in Jackson, Minnesota and there have been two (2) children born of the marriage who have now obtained their majority, and;

WHEREAS, as a consequence of disputes and irreconcilable differences, the parties have heretofore separated and are now and for some time have been living separate and apart and in view thereof, each wishes to settle amicably their respective property rights and agree on terms for alimony for the wife, and;

WHEREAS, the parties, with the advice of counsel, desire to make a property settlement to be binding upon them in the event an absolute divorce is granted arising out of a complaint filed by the wife in the Fifth Circuit Court for Davidson County, Tennessee, the same being Civil Action No. 86294.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the parties do mutually agree as follows:

1. The parties shall continue to live separate and apart for the remainder of their lives and each shall be free from interference and control by the other as fully as if he or she were single or unmarried. Each may, for his or her benefit engage in any employment, business or profession as he or she chooses. Neither party shall molest the other to co-habitate or dwell with him or her.

2. The wife represents and warrants to the husband that she has not incurred any debts or made any contracts upon which the husband or his estate may be liable.

3. Subject to the provisions of this agreement, each party releases and discharges the other of and from all claims and rights, in law or in equity, which either of the parties now has against the other, except any cause or action for divorce. The parties have heretofore divided all personal property and bank accounts between them to their mutual satisfaction. Henceforth, each shall enjoy said property free from any claim by the other, with full power to dispose of the same.

4. A certain house and lot located at 3001 Knobview Drive, Donelson, Tennessee and held as tenants by the entirety by the husband and wife will be transferred to the wife in that the husband shall convey all of his right, title and interest in said house and lot to the wife, and the husband will have no further obligation in connection therewith. Thereafter, the wife shall continue to make any and all payments on said house and lot until any and all present mortgages are paid off. In addition, the wife shall receive all of the husband's right, title and interest, in and to the furnishings and applicances of said house.

5. A certain house and lot located at 2527 Stinson Road, Donelson, Tennessee and held as tenants by the entirety by the husband and wife shall be transferred to the husband in that the wife shall convey all of her interest in said house and lot to the husband, and the wife will have no further obligation in connection therewith. In addition, the husband shall receive all of the wife's right, title and interest, in and to the furnishings and appliances of said house, with the exception of the personal property of Mrs. Helen Johnson located in said house.

6. In full and final settlement of the husband's obligation to support and maintain the wife during their joint lives, the husband agrees to pay to the wife the sum of Sixty Thousand, Five Hundred Dollars ($60,000.00) in equal monthly payments of Five Hundred Dollars ($500.00) each, payable in advance on the first day of August, 1977, and each month thereafter for the next 120 months. The wife hereby acknowledges that the foregoing constitutes a fair and adequate provision for her support and that the same is satisfactory to her.

7. The wife hereby irrevocably assigns, grants and transfers to the husband all of her right, title and interest in and to Cabin Hill Productions, Debdave Music Publishing Company, Silver Dollar Music Company and North Atlantic Investors Company and hereby agrees to execute all necessary instruments for such purpose upon presentation to her by the husband. The husband warrants and covenants that as of the execution of this agreement the market value of the assets of Silver Dollar Music Company and North Atlantic Investors Company, collectively, do not exceed Five Hundred Dollars ($500.00).

8. The wife hereby agrees to transfer to the husband any rights, interest or privileges she may have in and to a certain membership in and to the Old Hickory Country Club.

9. The husband hereby irrevocably assigns, grants and transfers to the wife all of his right, title and interest in and to all oil and gas leases, contracts, rights and interests therein and agrees that any and all royalty payments in connection with the same may be treated by the wife as her own.

10. The husband agrees to keep in full force and effect the Union Mutual Life Insurance policy on the life of the husband in the face amount of Thirty-Seven Thousand, Five Hundred Dollars ($37,500.00) with David Malloy and Debra Jo Malloy and Lois Irene Malloy as the named insureds on a John Hancock hospital and medical insurance policy which is now in full force and effect for so long as husband's employer, Elektra/Asylum Record Company, shall continue to pay the premium on said life insurance policy and for so long as husband's said employer shall make available to him said hospital and medical insurance policy on the same basis currently in effect.

11. Each party hereby waives and relinquishes any and all rights that he or she has or may hereafter acquire under the present or future laws of any jurisdiction to share as spouse of the other's estate or to act as legal representative thereof, including, but without limitation, dower, thirds, courtesy homestead rights, right to take in intestesy and right to take against the will of the other.

12. In the event that the wife should remarry after four (4) years from the execution of this agreement, it is understood and agreed between the parties that in such event the husband's obligation to pay to the wife the sum of Five Hundred Dollars ($500.00) per month under the provisions of Paragraph 6 herein shall terminate and the husband shall have no further responsibility or obligation to pay to the wife any sums for her support and maintenance thereafter. However, regardless of marital status of the wife, said alimony payments shall continue for a period of four (4) years.

13. Any claim or dispute arising out of or in connection with this agreement or any breach thereof shall be decided in the Fifth Circuit Court of Davidson County, Tennessee and the losing party agrees to pay all reasonable attorney's fees in connection therewith.

14. Nothing contained herein shall be deemed to prevent either of the parties from continuing, maintaining or instituting a suit for divorce against the other based upon past or future conduct of the other nor to bar the other from defending any such suit. In the event that a final decree of divorce is entered in the Fifth Circuit Court for Davidson County, Tennessee, the parties agree to be bound by the terms and conditions of this agreement, which may be incorporated therein, but notwithstanding such incorporation, this agreement shall not be merged into such decree, but shall in all respects survive the same and be forever binding and conclusive upon the parties. This agreement is not made out of levity or by collusion between the parties in order to obtain a decree of absolute divorce.

15. Each party acknowledges that all information relating to the financial affairs of the other has been furnished by counsel.

16. The husband agrees to pay wife's attorney, Clark H. Tidwell, the sum of Five Hundred Dollars ($500.00) for his services rendered until the date of execution of this instrument.

17. The husband agrees to relinquish all membership in the Ravenwood Club and to transfer the same to the wife.

18. This agreement shall be construed and governed in accordance with the laws of the State of Tennessee.

WITNESS:

(s) _____
LOIS IRENE MALLOY

(s) _____
CLARK H. TIDWELL

(s) _____
JAMES EDWARD MALLOY

It is therefore ORDERED, ADJUDGED and DECREED by the Court that:

1. The plaintiff shall have and recover an absolute divorce from and against the defendant and the bonds of matrimony subsisting between the parties shall be absolutely and forever dissolved.

2. All right, title and interest in and to certain real property located at 3001 Knobview Drive, Donelson, Tennessee, should be, and the same hereby is divested from the defendant and vested in the plaintiff, said property described as follows:

> Land in Davidson County, Tennessee, being Lot No. 132 on the Plan of Lincoya Hills, Section 4, as of record in book 2330, page 30, Register's Office for said County, described as follows:
>
> Beginning on the northerly margin of Knobview Drive at the common corner of lots Nos. 132 and 133; thence with the line between said two lots, northerly 286.2 feet to a point; thence north 86° 18' west 149 feet to the corner of lots Nos. 130 and 132; thence with the line between said two lots, southerly 133.7 feet to the common corner of lots Nos. 129, 130 and 132; thence with the line between lots Nos. 129 and 132, southwesterly 75.1 feet to the common corner of lots Nos. 131 and 132; thence with the line between said two lots, southeasterly 197.6 feet to the northerly margin of Knobview Drive; thence with same, northeasterly 38.05 feet to the beginning.
>
> Being the same property conveyed to James Edward Malloy and wife, Lois Irene Malloy, from Harry R. Wachsler and wife, Jo D. Wachsler, by deed of record in book 3905, page 816, R.O.D.C.

3. All right, title and interest in certain real property located at 2527 Stinson Road, Donelson, Tennessee shall be divested from the plaintiff and vested in the defendant, said property being described as follows:

> Land in Davidson County, Tennessee, being Lot No. 25 on the Plan of Hargis Heights, of record in Book 974, page 82, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 25 fronts 77.0 feet on the south margin of Stinson Road and runs back between lines measuring 182 feet on the east side and 202.4 feet on the west side to a dead line in the rear on which it measures 75.0 feet.
>
> Being the same property conveyed to James E. Malloy and wife, Lois I. Malloy, from Maurice M. Myers and wife, Paula Myers, by deed of record in book 4563, page 332, R.O.D.C.

4. The defendant shall pay to the plaintiff the sum of Five Hundred ($500.00) Dollars per month as alimony until August 1, 1987, unless terminated by the terms of the agreement herein.

5. All right, title and interest in and to Cabin Hill Productions, Debdave Music Publishing Company, Silver Dollar Music Company and North Atlantic Investors Company is divested from the plaintiff and vested in the defendant.

6. All right, title and interest in and to all oil and gas leases are divested from the defendant and vested in the plaintiff, said interests being described as follows:

> White-Lois #1; White-Jeanine #2; White-Harris #3; Black-Jimmy 2A; Black-Nancy 3; Black-Ogletree 4A; Simmons-Walker A1; Simmons-Ogletree #1; Dennison-Richey #1; Dennison-Richey #2; Knight-Reed-Ferguson A1; Knight-Ferguson B1; Cockran-Kelly #1; Cockran-Murphy #1; Knight-Polach #1; Knight-Ferguson-Malloy; Knight-Martha #1; Cochran-Ogletree #1; Cochran-Peggy #1; Knight-Chris #1; Knight-Chad #1; C.C. Davis-LaVern #1; C.C. Davis-Julie #1A; C.C. Davis-Max #1B; Susan L. Cochran-Guyn #1; Cochran-Ken #1A; Kidd-Charlotte #1; Persinger-Leon #1A; Kidd-Chambliss #1A; Persinger-Amy 2B; Persinger-Cherokee 3C; Beale-Doris #1; Beale-Terry #2; Beale-Danny #3; Beale-Schmaker #4; Knight-Willie Mae #1; Knight-Brenda #2; Knight-Gloria #3; Despard-Swan-Son #1; Despard-Sharon #2; Despard-Pidge #3; Hefner-Morris #1; Hefner-Joe-Len #2; Dixon-Westmoreland #1; Dixon-Reed #2; Dixon-Reed-Brea #1; Dixon-Reed-Brea #2; Dixon-Reed-Brea #3; Dixon-Reed-Brea #4; Dixon-Cherokee #1; Dixon-Cherokee #2; Dixon-Cherokee #31 Dixon-Cherokee #4; Dixon-Debbie #1; Dixon-Roy #1; Johnson-Lisa #1.

7. The defendant shall pay to Clark H. Tidwell, Attorney for the plaintiff, the sum of Five Hundred ($500.00) Dollars for his services to date in this cause.

8. The defendant will pay all costs of the cause for which execution shall issue, if necessary.

Enter this the 15 day of November, 1977.

[signature]
CIRCUIT JUDGE

APPROVED FOR ENTRY:

TAYLOR, SCHLATER, LASSITER & TIDWELL

BY: [signature: Clark H. Tidwell]
Attorneys for Plaintiff

MAR 16 78 MISC 3* 12.00 * 12.00

IDENTIF. REFERENCE
MAR 16 1 25 PM '78
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

E 5 5 0 0 5

CC: David Pack, Esquire
Attorney at Law
18th Floor
Life & Casualty Tower
Nashville, Tennessee 37219

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* copy of divorce decree ~~proceedings~~ *had in said Court in the case heretofore prosecuted and determined therein, between* Lois Irene Malloy, *Plaintiff, and* James Edward Malloy, *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* 14th *day of* March *in the year one thousand nine hundred and* seventy-eight *and in the* 202nd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature: Mildred Carter], *D. C.*

Form #GR-117