Bonnahill Dr. Property Map
& Parcel Nos. 74-16-72

Wilson-Davidson Co. Property
Map 76, Parcel 89 (Part of)

VIVIAN DODSON BOYLES] IN THE FOURTH CIRCUIT COURT OF
DAVIDSON COUNTY, TENNESSEE
VS.]
NO. 88994
WILLIAM HAL BOYLES]

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This cause came on to be heard on this the 30th day of January, 1978, before the Honorable Benson Trimble, Judge, Division IV, Circuit Court of Davidson County, Tennessee, upon the original bill filed by the plaintiff, personal service had upon the defendant, and default judgment having been taken, the defendant having failed to answer within the time allowed by law. From the testimony of both parties (the defendant being present in Court), statement of counsel, and a review of the entire record of this cause, the Court is of the opinion that certain irreconcilable differences exist between the parties that make a continuation of the marriage impractical and not to the best interest of the parties or society as a whole.

It is, therefore, ORDERED, ADJUDGED and DECREED that the plaintiff, Vivian Dodson Boyles, be and is awarded an absolute divorce from the defendant, William Hal Boyles, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. Plaintiff is restored to all the rights and privileges of an unmarried person.

The property settlement agreement entered into by and between the parties is approved by the Court and made a part of this the final decree in this cause as follows:

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, Vivian Dodson Boyles, hereinafter known as "Wife", and William Hal Boyles, hereinafter known as "Husband", are presently husband and wife, but it is contemplated that Wife will cause to be filed in the Domestic Relations Courts of Davidson County, Tennessee, a petition for absolute divorce; and

WHEREAS, at this time, because of certain irreconcilable differences existing between the parties, the parties desire to enter into an agreement pertaining to child custody, disposition of property, etc., but that in so doing, neither acquiesces in or agrees to the fact that the Court may or may not obtain a divorce, but solely for the purpose of settling and disposing of the matters hereinabove set forth, the parties agree as follows:

(1) The custody of the minor children of the parties shall be vested in the Wife, with the right and privilege of the Husband to see and visit said aforementioned minor children at all reasonable times and places. As support for said children, the Husband shall pay to the Wife $30.00 per week per child as child support, or a total payment of $60.00 per week. Said payments shall be made by the Husband directly to the Wife by appropriate check or money order. Both parties agree to keep in full force and effect hospitalization and medical insurance policies pertaining to the minor children.

(2) Husband will deed to Wife all of his right, title and interest in and to certain real property located on Earhart Road in Davidson and Wilson Counties, Tennessee, but with the further understanding that Husband will retain a lien on said property in the amount of $2,000.00, representing monies that Husband has invested in said aforementioned property. Said lien shall remain in favor of the Husband until discharged by payment from Wife, or until the Wife sells said aforementioned property, at which time, Husband's lien will be discharged from the proceeds realized therefrom.

(3) All of Husband's right, title and interest in and to the homeplace located at 5024 Bonnahill Drive in Hermitage, Tennessee, shall be divested out of the Husband and awarded absolutely to the Wife. The Wife, however, shall have the responsibility of assuming the mortgage indebtedness against said property, and shall hold Husband harmless from any further responsibility thereon. It being recognized at this time that the property is worth approximately $ 40,000.00, but that there is an indebtedness against said property in the approximate amount of $ 10,600.00, it is agreed by and between the parties that the Husband is entitled to one-half of the current equity in the property, or the sum of $ 30,000.00. It is therefore agreed by and between the parties that a lien against said property shall be declared in favor of the Husband in the amount of $ 15,000.00. This lien will be discharged in full by the Wife at no later than six months after the youngest child reaches its eighteenth birthday. In the event,

however, that the Wife should remarry prior to the time that the youngest child reaches its eighteenth birthday, then and in that event, said lien will be discharged within ninety days from the date of Wife's remarriage.

(4) The Wife will retain the household furnishings located in said property on Bonnahill Drive, with the exception of certain items that the parties have agreed shall become the property of the Husband.

(5) The Wife shall retain the 1977 Country Squire automobile now titled in the name of both parties, and Husband agrees to execute such documents as may be necessary to transfer title of said automobile to Wife. The Wife, however, shall assume the mortgage indebtedness against said automobile and will hold Husband harmless from any further responsibility therefor. Husband, however, represents to Wife that he will assist her in eradicating the indebtedness against said automobile and agrees to pay the Wife the sum in the miminum amount of $ 5.00 per M/y to be paid over that period of time that the mortgage indebtedness continues to exist against said automobile. The Husband will receive the 1972 Ford LTD automobile, and Wife shall execute such documents as may be necessary to transfer title of that automobile to Husband.

It is further agreed by and between the parties that this property settlement agreement shall be submitted to the Court at the time that Wife's divorce petition is presented

with the request that the Court ratify the same and make the same a part of the final decree to be entered in the cause.

THIS AGREEMENT entered into on this the 14 day of September, 1977.

Vivian Dodson Boyles

Vivian Dodson Boyles, "Wife"

William Hal Boyles

William Hal Boyles, "Husband"

Lonnie A. Burton

Witness

ADDENDUM TO PROPERTY SETTLEMENT AGREEMENT

WHEREAS, the parties have heretofore entered into a property settlement agreement, but that at this time, they desire to enter into an additional agreement pertaining to certain real property located at 5024 Bonnahill Drive, it is agreed between the parties as follows:

That the Wife further agrees that she will occupy the premises during the existence of the Husband's lien, and that she will not remove herself from the premises for the purpose of renting same to another individual until such time as the Husband's lien has been discharged in full.

This 11 day of November, 1977.

Vivian D. Boyles
Vivian Dodson Boyles, "Wife"

William Hal Boyles
William Hal Boyles, "Husband"

Bonnie A. Burton
Witness

It is further ORDERED, ADJUDGED and DECREED that pursuant to the terms and conditions of the property settlement agreement hereinabove set forth, that the custody of the two minor children, Tracey Yvonne and Kenneth Hal, is vested in the plaintiff, with the right and privilege of the defendant to see and visit said aforementioned children at reasonable times and places. Support and other benefits for said aforementioned minor children shall be in accordance with the property settlement agreement.

It is further ORDERED, ADJUDGED and DECREED that all of husband's right, title and interest in and to certain land located in Davidson and Wilson County, Tennessee, as is now vested in the defendant, William Hal Boyles, shall be divested out of the defendant and awarded absolutely to the plaintiff, Vivian Dodson Boyles, subject, however, to certain restrictions hereinafter set forth. Said property is more particularly described as follows:

> Land lying and being situated in the 25th Civil District of Wilson County, Tennessee, being Tract No. 2 on the Plan of Odum Estates, as of record in Plat Book 12, page 101, Register's Office for said County, to which reference is hereby made for a more particular description thereof.
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> Beginning at a point in the right of way of Earhard Rd.; thence south 85° 10' east 620.76 feet; thence south 15° 45' west 146.33 feet; thence north 85° 07' east 348.18 feet; thence south 6° 20' west 156 feet; thence north 85° 10' west 945 feet; thence north 6° 20' east 300 feet to the point of beginning, containing 5.39 acres, more or less.
>
> Being the same property conveyed to W. Hal Boyles and wife, Vivian Dodson Boyles, by deed from Monroe J. Huggins, Sr. and wife, Mary Juanita Huggins, of record in Book 5181, page 880, Register's Office of Davidson County, Tennessee, and also recorded in Deed Book No. 281, page 378, of the Register's Office of Wilson County, Tennessee.

Plaintiff will henceforth hold the defendant harmless from any outstanding indebtedness that may exist against said property. In addition thereto, a lien in the amount of $2,000.00 in favor of the defendant, William Hal Boyles, is declared against said property and shall continue to exist until such time as the same is discharged by the plaintiff, or until plaintiff sells said aforementioned property, at which time the defendant's lien will be discharged from the proceeds realized therefrom.

It is further ORDERED, ADJUDGED and DECREED that all of defendant's right, title and interest in and to certain additional real property located at 5024 Bonnahill Drive in Hermitage, Tennessee, shall be divested out of defendant and awarded absolutely to plaintiff. Plaintiff shall have the responsibility of assuming the mortgage indebtedness existing against said property, and shall hold defendant harmless from any further responsibility thereon. Said property is more particularly described as follows:

> Being Lot No. 413 on the Plan of Hermitage Hills, Section V, as of record in Book 3300, pages 1 and 2.
>
> Said Lot No. 413 fronts 115 feet on the northwesterly side of Bonnahill Drive and runs back between lines 130 feet on the southwesterly line and 117.3 feet on the northeasterly line, to a line in the rear on which it measures 57.78 feet.
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> Being the same property conveyed to William Hal Boyles and wife, Vivian S. Boyles, by deed from Donald C. Brown and wife, Lila W. Brown, of record in Book 4445, page 999, Register's Office of Davidson County, Tennessee.

It is further ORDERED, however, that a lien is declared against said property in favor of the defendant in the amount of $15,000.00. Said lien, however, will not be enforceable by the defendant until six months after the eighteenth birthday

of the youngest child of the parties; or in the event that plaintiff should remarry prior to six months after the eighteenth birthday of the youngest child, within ninety days of the date of plaintiff's remarriage; or in the event that plaintiff should remove herself from the premises for the purpose of renting the same to another individual prior to six months after the eighteenth birthday of the youngest child. Said lien, however, will become enforceable upon the advent of any one of the three conditions hereinabove set forth, whichever takes place first.

The defendant shall pay the costs of this cause, for which execution may issue, if necessary.

Entered this 31 day of January, 1978.

JUDGE

APPROVED FOR ENTRY:

Jack Norman, Jr., Attorney for Plaintiff

I certify that I have mailed a copy of this Decree to the defendant, William Hal Boyles, at his last known address, % United Parcel Service, Elm Hill Pike, Nashville, Tennessee 37214, this 30th day of January, 1978.

Attorney

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IDENTIF. REFERENCE

MAR 30 11 54 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Mail
Vivian Boyles
5024 - Bonna Lee Dr.
Hermitage Tenn

MAR30'78 MISC B* 20.00 * 20.00

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* Vivian Dodson Boyles *Plaintiff, and* William Hal Boyles *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* 30 *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 June Smith, *D. C.*

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