IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LAWRENCE CAMPBELL GREEN :

BOOK 5269 PAGE 669

VS. NO. 69951

LORETTA AMY (BURNS) GREEN

Inf. 90-16 Ex. 30

FINAL DECREE

This cause came on to be heard this 11th day of December, 1974 before the Honorable Jerry Humphreys, Special Judge of the Second Circuit Court of Davidson County, Tennessee upon the original petition for absolute divorce filed by the Plaintiff, Lawrence Campbell Green; the answer and cross-complaint filed by the original Defendant and Counter-Plaintiff, Loretta Amy Burns, Green; the Order setting this cause for trial as an un-contested case on the counter-complaint of Loretta Amy Burns Green; the testimony of the Defendant and Counter-Plaintiff Loretta Amy Burns Green and her witnesses in open court, statement of counsel, and upon the entire record herein together with the property settlement agreement tendered to and approved by the Court, for all of which, the Court is of the opinion and does find that the Counter-Defendant, Lawrence Campbell Green, has been guilty of such cruel and inhuman treatment or conduct towards the Counter-Plaintiff as renders cohabitation unsafe and improper, It is, therefore,

ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore subsisting between the parties be and the same hereby are forever and perpetually dissolved and the Counter-Plaintiff, Loretta Amy Burns Green, is awarded an absolute divorce from the Counter-Defendant and 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 and between the parties be and hereby is approved and in words and figures is made the Order of this Honorable Court and is incorporated into this final decree, to wit:

PROPERTY SETTLEMENT AGREEMENT

This Property Settlement Agreement made and entered into by and between Lawrence Campbell Green and Loretta Amy (Burns) Green, both residents of Davidson County, Tennessee.

WITNESSETH:

WHEREAS, the parties hereto are presently husband and wife, and;

WHEREAS, serious disputes and differences have arisen between the parties, and;

WHEREAS, the parties understand that the said Lawrence Campbell Green has filed a Complaint for Absolute Divorce, and that the said Loretta Amy (Burns) Green has filed an Answer and Counter-Complaint for Absolute Divorce. and that the case is now at issue, and because of their differences and disputes, the parties have determined that they can no longer continue to live together.

WHEREAS, it is the desire of both parties finally and for all times, to determine and settle their property rights together with any and all other rights existent between said parties growing out of their marital relationship.

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

1. The said Lawrence Campbell Green agrees to convey to the said Loretta Amy (Burns) Green, all his right, title and interest in the residence of the parties located at 513 American Road, Nashville, Davidson County, Tennessee. It is further understook and agreeddby the parties that the said Lawrence Campbell Green shall assume the responsibility of the payment of all

notes which come due on said property.

2. The parties mutually agree that the said Loretta Amy (Burns) Green will retain all the household furniture and furnishings, and that the said Lawrence Campbell Green shall retain only his personal items and clothing.

3. The said Lawrence Campbell Green further agrees to pay to the said Loretta Amy (Burns) Green the sum of Forty Seven Dollars and fifty cents ($47.50) per week alimony for a period of ten (10) years. Lawrence Campbell Green further agrees to maintain a double indemnity life insurance policy in the amount of Five Thousand Dollars ($5,000.00) with beneficiary as Loretta Amy (Burns) Green. Said policy is presently in effect through the Equitable of Iowa Insurance Company, policy number 886690.

4. The said Lawrence Campbell Green agrees to pay William E. Higgins, attorney for Loretta Amy (Burns) Green the sum of Two Hundred Fifty Dollars ($250.00) as full discharge of his obligation and the premise of this agreement between the parties.

5. It is further agreed that this case should be set for trial, and that the original plaintiff and counter defendant, Lawrence Campbell Green, will withdraw his original complaint for absolute divorce and allow the original defendant and counter plaintiff, Loretta Amy (Burns) Green to proceed on her counter-complaint for absolute divorce on an uncontested basis.

6. The said Loretta Amy (Burns) Green acknowledges that the provisions of this agreement are fair, adequate and satisfactory to her and in keeping with her accustomed standard of living and her reasonable requirements, and she, therefore, accepts these provisions as full and final settlement of all claims and demands, or for any other provision for support and maintenance for herself and fully discharges the said Lawrence Campbell Green from all claims and demands except as provided in this agreement.

7. It is further understood and agreed by and between the parties that this property settlement agreement was entered into without any undue influence, fraud, cohersion or misrepresentation, or for any reason not herein stated, and that the parties hereto have been represented by their respective attorneys in connection with the negotiation and preparation of this agreement. The provisions in this agreement and the legal affect have been fully explained to the parties and each of the parties acknowledges that this agreement is fair and equitable, and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the parties have, after careful consideration and having read this, signed and executed this instrument as of the 11th day of Nov., 1974.

Witnesses:

Lawrence Campbell Green
Lawrence Campbell Green

Loretta Amy Green
Loretta Amy (Burns) Green

It is, further,

ORDERED, ADJUDGED AND DECREED by the Court that the title to the realty located at 513 American Road Nashville, Davidson County, Tennessee, be set aside to Loretta Amy Burns Green as her sole and separate property, free from all claims of the Counter-Defendant, and the title be, and the same hereby is, divested out of the Counter-Defendant and vested in the Counter-Plaintiff, Loretta Amy Burns Green, said property being more particularly described as follows:

Land in the 8th, formerly the 12th, Civil District of Davidson County, Tennessee, being Lot No. 24 on the Plan of Charlotte Park, Section I, as of record in Book 2663, pages 2, 3, 4, 5, and 6, Register's Office of Davidson County, Tennessee, more particularly described as follows:

Beginning at a point in the southerly margin of American Road, at the common corner of Lots 24 and 25; thence with the margin of said Road in an easterly direction, 92.8 feet to a concrete monument, the beginning of a curve; thence around saidccurve, in a southeasterly direction, 39.6 feet to a concrete monument in the westerly margin of Henry Ford Drive; thence with the margin of said Drive, in a southerly direction, 115.8 feet to a concrete monument: thence north 40 degrees 29' west, 104.0 feet to a concrete monument, common rear corner of Lots Nos. 24 and 25; thence with the line between said two lots, in a northerly direction, 102.0 feet to an iron pin, the point of beginning.

Being the same property conveyed to Lawrence C. Green and wife Loretta B. Green by deed from Consolidated Developments, Incorporated, as of record in Book 2641, page 244, Register's Office for Davidson County, Tennessee.

It is, further,

ORDERED ADJUDGED AND DECRLED that all household furniture and furnishings located at the above described premises be, and the same hereby are, awarded to Counter-Plaintiff, Loretta Amy Burns Green, as her sole and separate property. It is, further,

ORDERED ADJUDGED AND DECREED by the Court that the Counter-Defendant, Lawrence Campbell Green, assume full responsibility for and pay all indebtedness on the above described property which may be owed at the date of this Decree, including, but not limited to, the indebtedness secured by deeds of trust of record at Book 2765, page 88 and Book 2773, page 405, Register's Office for Davidson County, Tennessee. It is, further,

ORDERED ADJUDGED AND DECREED by the Court that Lawrence Campbell Green pay directly to the Counter-Plaintiff, Loretta Amy Burns Green, the sum of Forty Seven Dollars and fifty cents ($47.50) per week alimony for a period of ten (10) years, said weekly payments

to commence on Saturday December 14, 1974. It is, further,

ORDERED, ADJUDGED AND DECREED that the Counter-Defendant, Lawrence Campbell Green, maintain in full force and effect a double indemnity life insurance policy in the amount of Five Thousand Dollars ($5,000.00) with beneficiary as Loretta Amy Burns Green, said policy presently being in effect through the Equitable of Iowa Insurance Company, policy number 886690. It is, further,

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ORDERED, ADJUDGED AND DECREED that the Counter-Defendant, Lawrence Campbell Green pay to William E. Higgins, Solicitor of Record for the Counter-Plaintiff, the sum of Two Hundred Fifty Dollars ($250.00) as and for a reasonable fee for his services to the Counter-Plaintiff, as alimony, and, further, the Counter-Defendant shall pay the cost of this cause, for all of which sums execution may issue if necessary.

Enter this 11th day of December, 1974.

/s/ Jerry R. Humphreys
SPECIAL JUDGE

Entered 11th day of Dec. 1974

APPROVED FOR ENTRY:

SOLICITOR FOR COUNTER-PLAINTIFF

/s/ Joe P. Binkley Jr.
SOLICITORY FOR COUNTER-DEFENDANT

IDENTIF. REFERENCE
APR 5 11 19 AH '78
FILED IN OFFICE AND RECORDED IN REGISTER BOOK DAVIDSON COUNTY, TENN.

E.S.B. 5.6.

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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* LAWRENCE CAMPBELL GREEN *Plaintiff, and* LORETTA AMY (BURNS) GREEN *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* 5th *day of* April *in the year one thousand nine hundred and* seventy-eight *and in the* 202nd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

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