1-18-78

35A/574

Map-Parcel Numbers
4D-32274
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DONNA LEE BEAN PARK] IN THE FIFTH CIRCUIT COURT OF
DAVIDSON COUNTY, TENNESSEE

VS.]

NO. 86050

JOHN KENNETH PARK]

BOOK 5281 PAGE 290

D E C R E E

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This cause came on to be heard before the Honorable Stephen North, Judge, Division V, Circuit Court of Davidson County, Tennessee, on the 18 day of January, 1978, upon the original bill of the plaintiff, the answer and cross-bill, and the answer to the cross-bill. More than ninety days having expired subsequent to the filing of the answer to the cross-bill, and the parties having reached a property settlement agreement, and in addition thereto, an agreement to amend the original petition to charge as additional grounds for divorce the ground of irreconcilable differences; and an order having subsequently been entered transferring the cause to the uncontested docket, and permitting said amendment, the matter was considered by the Court on an uncontested basis. Upon receipt of an affidavit filed by the original plaintiff setting forth the existence of the aforementioned irreconcilable differences, and the submission of a property settlement agreement duly signed by both parties, the Court is of the opinion that the original plaintiff did successfully sustain her grounds for divorce to the effect that such irreconcilable differences exist between the parties as to 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, Donna Bean Park, be and is hereby awarded an absolute divorce from the defendant, John Kenneth Park, and plaintiff is restored to all the rights and privileges of an unmarried person.

The bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved.

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

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into by and between DONNA LEE BEAN PARK, hereinafter called FIRST PARTY, and JOHN KENNETH PARK, hereinafter called SECOND PARTY:

W I T N E S S E T H:

WHEREAS, the parties are husband and wife, but marital difficulties have arisen between them; and,

WHEREAS, the parties desire to adjust all matter as hereinafter set out;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1) FIRST PARTY shall receive the home located at 5016 Bonnaside Drive, Hermitage, Tennessee, in fee simple. FIRST PARTY shall also be responsible for any and all outstanding indebtedness and hold SECOND PARTY harmless thereon.

2) FIRST PARTY shall receive a set of copperware, which is now in Turkey, or, in the alternative, the sum of $112.00 in lieu thereof.

3) FIRST PARTY shall receive from the funds paid into Court, under an Order entered in this case in February, 1977, the sum of $3,228.00, plus 50% of any accumulated interest.

4) FIRST PARTY shall receive the custody of the parties' minor child, Catrina K. Park.

5) FIRST PARTY shall forego any child support payments of any description, and SECOND PARTY shall forego any visitation privileges.

6) SECOND PARTY shall enter the name of his daughter, Catrina K. Park, on his army hospitalization plan and SECOND PARTY shall furnish FIRST PARTY an ID Card for that purpose, for andon behalf of said child.

7) SECOND PARTY shall receive the coin collection that is now in the possession of FIRST PARTY.

8) SECOND PARTY shall receive from the funds now held by the Court, the sum of $3,350.00, plus 50% of any accumulated interest.

9) SECOND PARTY shall receive the property in Fairfield Glade, free from any right, title, or interest, FIRST PARTY may have therein.

10) FIRST PARTY shall forego any and all rights of any type or kind to his army retirement pay.

11) SECOND PARTY shall have the right to claim his daughter, Catrina K. Park, as a dependent for income tax purposes for the year 1977.

12) In the event either of the parties obtains a divorce from the other, it is agreed that this Agreement shall be presented to Court for its approval and, if approved, shall be made a part of any divorce decree granted to either of the parties. It is understood and agreed between the parties that this Agreement represents a full and final settlement of all claims which either may have against the other arising out of their marriage and a full, final, and complete disposition of their property rights, and each of the parties releases any claims which he or she may have against the other in any way arising out of their marriage, as well as child support and visitation privileges.

IN WITNESS WHEREOF the parties have executed this instrument this the 22 day of December, 197_.

WITNESS

Donna Lee Bean Park
DONNA LEE BEAN PARK, FIRST PARTY

WITNESS

John Kenneth Park
JOHN KENNETH PARK, SECOND PARTY

It is, therefore, ORDERED, ADJUDGED and DECREED that the absolute care, custody and control of the minor child of the parties, to wit, Catrina Kay, is vested in the plaintiff, and in accordance with the terms and conditions of the property settlement agreement.

Further, and in accordance with the terms and conditions of the property settlement agreement, all of defendant's right, title and interest in and to certain real property located at 5016 Bonnaside Drive in Hermitage, Tennessee, as is now vested in the defendant shall be divested out of defendant and said property shall be awarded absolutely to the plaintiff. Plaintiff shall assume the responsibility of the mortgage indebtedness existing against said property, and shall hold defendant harmless from any further responsibility therefor. The household furnishings located at said aforementioned property shall likewise become the absolute property of the plaintiff. Defendant shall execute any and all documents that might be necessary for the transfer of title in said aforementioned real property into the name of the plaintiff. Said real property is more particularly described as follows:

> BEING Lot No. 311 on the Plan of Hermitage Hills, Section IV, as of record in Book 2900, page 136, Register's Office, Davidson County, Tennessee.
>
> SAID Lot fronts 80 feet on the south side of Bonnaside Drive and runs back 204.4 feet on the east line and 196.95 feet on the west line to a dead line in the rear on which it measures 80.27 feet.
>
> BEING the same property conveyed to John Kenneth Park, et ux, Donna B. Park, by deed from Robert Berman, et ux, Kay Berman, of record in Book 4590, page 938, Register's Office, Davidson County, Tennessee.

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

Entered this 18th day of January, 1978.

JUDGE

APPROVED FOR ENTRY:

Jack Norman, Jr., Attorney for Plaintiff

Joe P. Binkley, Attorney for Defendant

IDENTIF. REFERENCE

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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* Donna Lee Bean Park *Plaintiff, and* John Kenneth Park *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* May *in the year one thousand nine hundred and* Seventy-Eighth *and in the* 202nd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddings, *D. C.*

Form #GR-117