4-13-78
108A/192

BOOK 5283 PAGE 396

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

GRETA ROBBINS TOY]

]

-vs- No. 89787

]

JAMES HOUSTON TOY] Map-74-4 Par. 88

F I N A L D E C R E E

This cause came on to be heard April 11, 1978, before Honorable Benson Trimble, Judge, Fourth Circuit Court of Davidson County, Tennessee, upon plaintiff's complaint for absolute divorce, statement of counsel, testimony of plaintiff, upon a property settlement agreement entered into between the parties, from all of which the Court finds that the allegations in the plaintiff's complaint have been fully sustained, that is, that there are such irreconcilable differences as between the parties as to prevent them from further living together as man and wife;

It is therefore ORDERED and DECREED by the Court that:

1. Plaintiff, Greta Toy, be awarded an absolute divorce from the defendant.

2. That the property settlement agreement as entered into by and between the parties be and the same is hereby approved by the Court and made the judgment of the Court, said agreement being incorporated herein by reference and attached hereto.

PROPERTY SETTLEMENT AGREEMENT

This Agreement made and entered into on this the 6th day of January 1978, by and between GRETA TOY, hereinafter designated as the "Wife", and JAMES HOUSTON TOY, hereinafter designated as the "Husband."

W I T N E S S E T H :

That the parties, desiring to settle their respective property rights, as there are such irreconcilable differences between them as to prevent them from further living together as man and wife, enter into this Agreement. That for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties agree and contract as follows:

1. That the husband agrees to pay all outstanding charge accounts as owed by the parties, including the obligation on the parties' furniture and the wife's truck.

2. That the husband convey all of his right, title and interest in and to the parties' homeplace located at 917 Hermitage Ridge, Hermitage, Tennessee, to the wife to become hers in fee simple. (A more complete description of said property is attached hereto as Exhibit "A"). The wife, however, agrees to pay the remaining indebtedness on said home.

3. That the wife receive free from any claims of the husband her truck, and he, of course, will pay the outstanding lien on the truck now owed to secure payment for his motorcycle.

4. That the wife receive all of the furniture now located in the parties' homeplace, to be hers free from any claims of the husband.

5. The husband agrees to pay the remaining Court costs, and the wife shall pay to Terry E. McNabb the balance of his attorney fees no later than the date upon which this divorce is obtained, and the same shall become a lien on the aforesaid real estate located at 917 Hermitage Ridge, Hermitage, Tennessee, a more complete description of which is attached hereto as Exhibit "A".

The parties agree that this is a full, complete and satisfactory agreement as between them and that upon the execution of this agreement, neither has further claim against the other, and that they both understanding this can be incorporated into any decree of divorce awarded to either party, should the Court approve the same.

Greta Robbins Toy
WIFE

James H. Toy
HUSBAND

Terry McNabb
WITNESS

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Terry E. McNabb, a Notary Public in and for the County and State aforesaid, the within named GRETA ROBBINS TOY and JAMES HOUSTON TOY, with whom I am personally acquainted, and who made oath in due form of law that they read the aforesaid Agreement and executed the same for the purposes and reasons therein contained, on this the 19 day of January, 1978.

Terry E. McNabb
NOTARY PUBLIC

My Commission Expires:

11/5/79

BOOK 5283 PAGE 399

BOOK 5115 PAGE 471

FORM NO. WD-1

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 36,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 9th DAY OF February, 1977.

Notary Public

MY COMMISSION EXPIRES: (AFFIX SEAL)

This instrument prepared by

GULLETT, STEELE ... THIS INSTRUMENT WAS PREPARED BY

L & C Tower, Nashville, Tenn.

NAME ADDRESS

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James H. Toy et ux (NAME)	HOME FEDERAL S & L ASSOCIATION (NAME)	Map 74-4
917 Hermitage Ridge (STREET ADDRESS OR ROUTE NUMBER)	230 Fourth Avenue, North (STREET ADDRESS)	Par. 88
Hermitage, Tennessee 37076 (CITY) (STATE) (ZIP)	Nashville, Tennessee 37219 (CITY) (STATE) (ZIP)	Im. 10

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, TRI-CENTURY HOMES, CO.

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO JAMES H. TOY AND WIFE, GRETA R. TOY

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS: TO-WIT:

Land in the 4th Civil District of Davidson County, Tennessee, being Lot N. 47 on the Plat of Hermitage Hills, Section 12, as of record in Book 4675, page 125, said Register's Office, to which plan reference is hereby made for a more complete description.

Being part of the property conveyed to Tri-Century Homes, Co. by deed from Home Federal Savings & Loan Association of Nashville, of record in Book 5049, page 973, said Register's Office.

This is unimproved / improved property, known as 917 Hermitage Ridge (House Number) (Street) Hermitage, Tennessee 37076 (P. O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES their heirs and assigns, forever, and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out, and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hand s this 9th day of February, 1977.

TRI-CENTURY HOMES, CO.

By: A. Roland Holt

A. Roland Holt, President

Robert B. Kellogg, Secretary/Treasurer

PG 471

3. That the defendant, James Houston Toy, pay the costs of this cause, for all of which let execution issue if necessary.

JUDGE

4-13-78

APPROVED FOR ENTRY:

Terry E. McNabb
Attorney for Plaintiff

C E R T I F I C A T E

I certify that a copy of this Final Decree has been mailed to the defendant at his last known address, this the 11th day of April, 1978.

Terry E. McNabb
Attorney

E 6 4 4 1 6

BOOK 5283 PAGE 401

IDENTIF. REFERENCE

MAY 9 2 55 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Mail to: Jerry E. McNabb
216 3rd Ave. N.
Nashville, Tn. 37201

MAY-9[00] MISC B* 12.00 * 12.00

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* Greta Robbins Toy *Plaintiff, and* James Houston Toy *Defendant, as same remain of record in said Court.*

DAVIDSON COUNTY

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 9th *day of* May *in the year one thousand nine hundred and* seventy-eight *and in the* 202nd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Lois White, *D. C.*

Form #GR-117