3-14-78
51C/2261
Map 50.14
Par. 48 a.E.

IN THE SIXTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

MAYME ANITA KINCADE
PLAINTIFF

VS

BOBBY LEE KINCADE
DEFENDANT

BOOK 5284 PAGE 460

NO. 89794

FINAL JUDGMENT OF DIVORCE

This cause came on to be heard this 6th day of March, 1978, before the Honorable Lewis B. Hollabaugh, Special Judge, upon the original complaint for absolute divorce, personal service of process on the defendant on November 23, 1977, the default judgment previously entered herein, the sworn testimony of the plaintiff in open Court, statement of counsel, and the entire record herein, from all of which the Court finds that the allegations of the complaint are sustained by the proof; that is, that the parties have irreconcilable differences.

IT IS THEREFORE ORDERED AND ADJUDGED that the plaintiff, Mayme Anita Kincade, be and is hereby awarded an absolute divorce from the defendant, Bobby Lee Kincade, and the parties are restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED AND ADJUDGED that the Settlement Agreement entered into by the parties is hereby approved and incorporated as the order of this Court, to wit:

> This agreement is made between Mayme Anita Kincade, hereinafter called plaintiff, and Bobby Lee Kincade, hereinafter called defendant.
>
> WITNESSETH:
>
> WHEREAS, these parties have been married since September 23, 1967, and there have been born of this union two minor children, namely Robbie Lynn Kincade, d/o/b December 7, 1968, and Bobby Lee Kincade, d/o/b December 7, 1968, and
>
> WHEREAS, certain differences and difficulties have arisen between the parties and a divorce action in which irreconcilable differences is alleged as a ground has been instituted in the Sixth Circuit Court of Davidson County, Tennessee, and they have no expectation of resuming their marital relationship, and
>
> WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that siad divorce action shall proceed on the ground of irreconcilable differences.
>
> NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. CUSTODY. The parties shall retain joint custody of the parties minor children, Robbie Lynn Kincade and Bobby Lee Kincade. Said joint custody is in the best interest of the children.

2. CHILD SUPPORT. It is agreed that the defendant shall be responsible and pay for the minor children's medical, food and clothing expenses.

3. EDUCATION. It is agreed that the defendant will deposit in a joint savings account for the benefit of the children $100.00 per month, beginning in March, 1978. Said monies will be used primarily for the minor children's educational expenses, but may also be used for emergency medical, food and clothing expenses.

4. TAX DEDUCTIONS. It is mutually agreed that plaintiff and defendant may declare one minor child each as his or her dependent for income tax purposes.

5. INSURANCE. It is agreed that the defendant shall obtain and maintain hospitalization and health insurance on the minor children of the parties.

6. INCOME TAX RETURN. It is agreed that the parties will file separate tax returns for the year of 1977.

7. PERSONAL PROPERTY. The parties have heretofore divided their personal property among themselves with the exception of one Admiral stereo and one Zenith television. All furniture, furnishings, and personal effects presently in the possession of the plaintiff shall be her sole and separate property. All furniture, furnishings, and personal effects presently in the possession of the defendant shall be his sole and separate property. In the event the plaintiff no longer continues to reside with her parents, the defendant agrees to relinquish all right, title and interest in the Admiral stereo and the Zenith television hereinbefore described. Until the plaintiff no longer resides with her parents, the defendant shall keep possession of said items. Said stereo and television shall be for the benefit of the parties minor children.

8. DEBTS. (A) It is agreed that defendant will pay and continue to pay the following account that was made during the marriage, and shall hold plaintiff harmless on any and all debts secured by this account: approximately $31,800.00 owed to Allstate Enterprise Mortgage Corporation for a house located at 3304 Austin Lane, Nashville, Tennessee.

Deed of Trust - Specifically described in Book 5058, Pate 163, of the Registrar of Deeds Office Davidson County, Tennessee.

(B) It is agreed that the parties shall be responsible for the payment of any other accounts or charges which are presently listed in his or her name. Each party agrees to indemnify and hold the other harmless from any liability resulting from their failure to pay such accounts when due.

9. REAL PROPERTY. It is agreed that the house and lot titled in both parties names shall be vested solely in defendant. Said property is located at 3304 Austin Lane and is more specifically described in Book 5058, Page 161 of the Registrar of Deeds Office Davidson County, Tennessee, to with:

LAND in Davidson County, Tennessee, being Lot No. 763 on the Plan of Parkwood Estates, Section 4, of record in Book 3300, Pages 79 and 80, Register's Office for Davidson County, Tennessee.

SAID Lot No. 763 fronts 68.66 feet on the easterly margin of Austin Lane and runs back between the lines 147.5 feet on the southerly line and 141.6 feet on the northerly line to a dead line in the rear on which it measures 99.5 feet.

BEING the same property conveyed to Franklin D. Todd and wife, Barbara F. Todd, by deed from Robert Jesse Coombs and wife, Linda Hall Coombs, of record in Book 4760, Page 968, Register's Office for Davidson County, Tennessee.

10. COURT COSTS. Any costs of Court incurred as a result of the pending action for absolute divorce shall be paid by plaintiff and defendant equally.

11. The parties desire that this Agreement be incorporated as a part of any final decree of divorce that may hereafter be entered in the Circuit Court of Davidson County, Tennessee, or in any other Court having appropriate jurisdiction of the parties, and to that end agree it shall be submitted to the Court for its ratification and approval.

12. This Agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those expressly herein set forth.

13. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated. Each party acknowledges that they have read this Agreement, that it is fair and equitable and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

WITNESS our hands in triplicate on the day and date written below at Nashville, Tennessee.

/s/ Mayme A. Kincade
MAYME ANITA KINCADE

DATE 2-10-78

/s/ Bobby Lee Kincade
BOBBY LEE KINCADE

DATE 2-21-78

/s/ Floyd N. Price
FLOYD N. PRICE
LEGAL SERVICES OF NASHVILLE
& MIDDLE TENNESSEE, INC.

Counsel for Plaintiff

/s/ Narvie Jo Smith
WITNESS

IT IS FURTHER ORDERED AND ADJUDGED that the costs of this cause be and are hereby taxed to the defendant, for which execution shall issue if necessary.

ENTERED this 15th day of March, 1978.

JUDGE

PREPARED BY:

Floyd N. Price
FLOYD N. PRICE
LEGAL SERVICES OF NASHVILLE, INC.

Counsel for Plaintiff

I certify that I have mailed or delivered copies hereof to all necessary parties and/or counsel of record 3-15, 1978.

J. Price

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Mail
Regions Bank TN
Legal Services
1512 - Parkway Towers
Nash - Davis
Attn: Floyd Price

MAY 11 78 MISC B* 8.00 * 8.00

E6485.3

IDENTIF. REFERENCE

MAY 11 1 07 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Docket No. 89794 MinuteBook 21C Page 2261

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 ~~correct transcript~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Mayme Anita Kincade *Plaintiff, and* Bobby Lee Kincade *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* 26th *day of* April *in the year one thousand nine hundred and* Seventy-Eighth *and in the* 202nd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddmyer *D. C.*

Form #GR-117