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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

MURIEL BURNETTE HUNTER,

Plaintiff

VS. -# 90234

WALLACE BRIGGS HUNTER,

Defendant

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FINAL ORDER

This cause came on to be heard this 8th day of May, 1978, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the Complaint for an absolute divorce filed by the Plaintiff, Muriel Burnette Hunter, and a pro confesso granted by the Circuit Court, and with testimony of the Plaintiff, Muriel Burnette Hunter, and with the statements of her counsel, the Honorable Allan D. Kerns, that a Property Settlement Agreement had been reached by the parties and that the Defendant, Wallace Briggs Hunter, concurred in the statement that the parties had in fact reached a Property Settlement Agreement, and that this case should proceed on a non-contested basis, therefore, the proceedings continued on the grounds of irreconcilable differences with the appropriate statute procedures observed and complied with by all parties. From all of which the Court finds that the jurisdiction and statutory requirements have been met in this divorce action and that Plaintiff's Complaint of irreconcilable differences have been fully sustained, that is that the Defendant, Wallace Briggs Hunter, and the Plaintiff, Muriel Burnette Hunter, do have irreconcilable differences in their marriage.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing by and between the parties are hereby dissolved and the Plaintiff, Muriel Burnette Hunter, is awarded an absolute divorce from the Defendant,

Wallace Briggs Hunter, and both parties are hereby restored to all the rights and privileges of unmarried persons.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement entered into by the parties is hereby approved and made the judgment of this Court and incorporated in this Final Order. Said agreement is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

This Agreement made and entered into this 30 day of November, 1977, by and between Muriel Burnette Hunter, party of the first part, and Wallace Briggs Hunter, party of the second part.

WITNESSETH:

WHEREAS, the parties hereunto are husband and wife, having been married on July 24, 1976, in Davidson County, Tennessee; and,

WHEREAS, the parties have had certain differences and disputes between them and the parties have been unable to resolve said problems; and,

WHEREAS, it is the desire of the parties to make a complete and final settlement of all property now owned by the parties; and,

WHEREAS, each of the parties is fully and completely informed of the financial status of the other; and

WHEREAS, each of the parties has given full and mature thought to the making of this Agreement, and to the rights and duties contained herein; and,

WHEREAS, each of the parties understands that the agreements and obligations assumed by the other are assumed with express understanding and agreement that they are in full satisfaction of all obligations which each of the parties now has or might hereafter or otherwise have with regard to the other; and,

WHEREAS, it is agreed that either of the parties may introduce this property settlement agreement in any divorce action to be filed in the Circuit Court of Davidson County, wherein either party may attempt to obtain a divorce;

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants and conditions hereinafter contained, the parties hereby agree as follows:

1. Muriel Burnette Hunter shall own, have and enjoy free and clear of any and all claims of Wallace Briggs Hunter a 1969 15 foot Glasstron boat, 65 horsepower motor and trailer; a Sears lawnmower and an air conditioner; and all furniture, appliances and miscellaneous household goods owned by Muriel Burnette Hunter prior to their marriage.

Wallace Briggs Hunter shall own, have and enjoy free and clear of any and all claims of Muriel Burnette Hunter all furniture, appliances and miscellaneous household goods owned by him prior to their marriage.

2. Muriel Burnette Hunter shall have as her sole and separate property free and clear of any claims of Wallace Briggs Hunter a 1977 Datsun automobile which is presently titled in her name.

3. Wallace Briggs Hunter shall have as his property, free and clear of any and all claims of Muriel Burnette Hunter a 1977 Datsun pick-up truck which is titled in his name subject to the indebtedness against said Datsun pick-up truck in favor of First American Bank. It is further agreed that Wallace Briggs Hunter shall pay said debt and shall hold Muriel Burnette Hunter harmless for the payment of said debt.

4. Muriel Burnette Hunter shall have title to the house and lot located at 439 Brewer Drive, Nashville, Tennessee, free and clear of any and all claims of Wallace Briggs Hunter, and she shall assume the outstanding indebtedness owed on said property in favor of T.V.B. Mortgage Company of Nashville, Tennessee, and J. C. Rhoten of Gallatin, Tennessee. Said property is further described in detail in Book 5049, page 171, in the Register's Office of Davidson County, Tennessee. Said Muriel Burnette Hunter shall hold harmless Wallace Briggs Hunter for the payment of said debt and Wallace Briggs Hunter shall execute any instrument necessary including a Quitclaim Deed to give full force and effect to this transfer.

5. It is further agreed that Muriel Burnette Hunter shall pay the parties' debts which have been incurred up to the present time at Sears, said debt for the lawnmower and air conditioner, and First American Bank in Nashville, Tennessee, in the approximate amount of Twelve Hundred ($1,200.00) Dollars for carpet which was purchased for the parties' home, this debt being in the name of Wallace Briggs Hunter. It is further agreed that Muriel Burnette Hunter shall hold Wallace Briggs Hunter harmless for the payment of same.

It is further agreed that Wallace Briggs Hunter shall pay the parties' debts up to the present time at J. C. Penny Company, Western Auto Company, Associates Capital, and First American Bank, and shall hold Muriel Burnette Hunter harmless for the payment of the same.

6. In the event any of the obligations of this Agreement have been performed in whole or in part by either of the parties prior to the date on which this Agreement is submitted to the Court for approval and ratification, the party so performing shall be given full credit for said performance to the full extent thereof.

Witness our hands the date and year first above written.

/s/ Muriel Burnette Hunter
MURIEL BURNETTE HUNTER

/s/ Wallace Briggs Hunter
WALLACE BRIGGS HUNTER

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff be restored to her previous married name of Muriel Burnette.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendant, Wallace Briggs Hunter, shall pay the costs of this cause for which execution may issue if necessary.

JUDGE

APPROVED FOR ENTRY:

Allan D. Kerns
Attorney for Plaintiff

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IDENTIF. REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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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 correct transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* MURIEL BURNETTE HUNTER *Plaintiff, and* WALLACE BRIGGS HUNTER *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* 19th *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 _____, *D. C.*