225/1016

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ROBERT WICKLIFFE KINCHELOE,)
)
Plaintiff,)
)
VS.) NO. 90970
)
BETTY ANN KINCHELOE,)
)
Defendant.)

BOOK 5301 PAGE 256

FINAL DECREE

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This cause came on to be heard on the 5th day of June, 1978, before the Honorable James M. Swiggart, Judge of the Sixth Circuit Court for Davidson County, Tennessee, upon the plaintiff's petition for an absolute divorce, upon the testimony of the plaintiff, upon the signed property settlement agreement of the parties, upon the statement of counsel and upon the entire record in this cause, from all of which the Court is of the opinion that the plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the plaintiff, Robert Wickliffe Kincheloe, shall be granted an absolute divorce from the defendant, Betty Ann Kincheloe, and that he be restored to all the rights and privileges of an unmarried person.

IT IS FURTHER, ORDERED, ADJUDGED AND DECREED that the parties have entered into a property settlement agreement to wit:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this the 11th day of May, 1978, by and between Robert Wickliffe Kincheloe and Betty Ann Kincheloe.

W I T N E S S E T H:

WHEREAS, the parties were lawfully married on December 22, 1973, in Clarksville, Tennessee and there were no children born of this union;

WHEREAS, certain differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as husband and wife and they are now living separate and apart from each other; and

WHEREAS, it is the desire of both parties finally and for all time to determine and settle their property rights and all other rights of whatever description existing between the parties growing out of the marital relationship;

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

1. The parties agree that the plaintiff, Robert Wickliffe Kincheloe, shall be entitled to all right, title, equity and interest in the parties' home located at 4811 Milner Drive in Nashville, Tennessee. This property is more fully described as follows:

> Land in Davidson County, Tennessee, being Lot No. 52 on the Plan of Battery Crest Section 1, as of record in Book 2900, page 91, Register's Office for said County.
>
> Said Lot fronts 68.12 feet on the westerly side of Milner Drive and runs back 205.77 feet on the northerly line and 202.23 feet on the southerly line to a dead line in the rear on which it measures 87.07 feet.
>
> Being the same property conveyed to Robert W. Kincheloe and wife, Betty A. Kincheloe, by deed from James Ray Jordan and wife, Jimmie Lee S. Jordan, as of record in Book 5121, page 30, Register's Office for Davidson County, Tennessee.

2. The parties agree that the plaintiff shall be entitled to all right, title, equity and interest in the den furtniture, the dining room table and chairs, the stove, the refrigerator, the dishwasher, the washer, the dryer and the 15-inch RCA TV.

3. The parties agree that the defendant, Betty Ann Kincheloe, shall be entitled to all right, title, equity and interest in the bedroom furniture, the living room furniture, the piano, the small kitchen appliances, the desk, the folding table and chairs, the bar stools, the china, the stoneware, the crystal, the silverware, the 25-inch RCA TV, the stereo, the records and the cats.

4. The parties agree that the defendant shall be entitled to all right, title, equity and interest in the 1976 Buick automobile. The parties further agree that the plaintiff shall make the remaining payments on the automobile until paid in full.

5. It is mutually understood and agreed to by and between the parties hereto that this is a complete and final property settlement agreement between them, that in the event a divorce is granted, neither of them will ever hereafter have any property claims whatsoever against the other.

IN WITNESS WHEREOF, the parties hereto have set their signatures, on this the 11th day of May, 1978.

/s/
ROBERT WICKLIFFE KINCHELOE

/s/
BETTY ANN KINCHELOE

It appears to the satisfaction of the Court that the aforesaid Property Settlement Agreement is fair and in the best interests of the parties. The Property Settlement Agreement THEREFORE, accordingly, is made an ORDER and JUDGEMENT of this Court.

IT IS FURTHER, ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be assessed against the defendant, for which execution may issue if necessary.

ENTER this 12th day of June, 1978.

JAMES M. SWIGGART, JUDGE

APPROVED FOR ENTRY:

WILLIAM B. BRUCE
Attorney for Plaintiff
2108 Parkway Towers
Nashville, TN 37219
Phone: 244-7706

Mail

IDENTIF. REFERENCE
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FELIX Z. MILLS REGISTER
DAVIDSON COUNTY, TENN.

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CERTIFICATE OF SERVICE

I hereby certify that a true copy of this Final Decree has been mailed to the defendant at her last known address, Tanglewood Court, Apartment 301, Nashville, Tennessee 37211 on this the 6th day of June, 1978.

WILLIAM B. BRUCE

Docket #90970 Minute Book 22B Page 1016

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* Robert Wickliffe Kincheloe *Plaintiff, and* ~~Betty Ann Kincheloe~~ *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* 20th *day of* June *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.*

Form #GR-117