3-23-78
107C/3022

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

NANCY ANN TURNER,
Plaintiff

VS.

ELBERT MARK TURNER,
Defendant.

NO. 86873

FINAL DECREE OF DIVORCE

This cause came to be heard on March 21, 1978, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original and amended Complaints for Absolute Divorce heretofore filed in this cause by the plaintiff on April 6, 1977 and October 27, 1977, the defendant receiving personal service of process of the original and amended Complaints respectively on April 15, 1977 and November 9, 1977; the Property Settlement Agreement executed by the parties and filed with this Court on August 8, 1977, the testimony of the plaintiff offered in Open Court; statements of counsel and upon the entire record in this cause, from all of which the Court finds that the plaintiff original and amended Complaints were filed respectively on April 6, 1977 and October 27, 1977, and said cause has been on file with this Court in excess of sixty (60) days and that the defendant, Elbert Mark Turner, receive personal service of process of the original and amended Complaints respectively on April 15, 1977 and November 9, 1977. The Court further finds that irreconcilable differences exist between the parties that the Property Settlement Agreement submitted to the Court by the parties is fair, equitable and just and should, therefore, be approved and specifically incorporated into this Final Decree and further, that the plaintiff is entitled to the restoration of her maiden name, Nancy Ann Yount. It is therefore ORDERED, ADJUDGED and DECREED that:

1. Irreconcilable difference exist between the parties and the plaintiff, Nancy Ann Turner, be and she hereby is granted an Absolute Divorce from the defendant, Elbert Mark Turner, forever dissolving the bonds of matrimony heretofore existing between the parties and

restoring plaintiff to all the rights and privileges of an unmarried person.

2. That the plaintiff be and she hereby is granted the restoration of her maiden name, Nancy Ann Yount.

3. That the Property Settlement Agreement executed by the parties be and it hereby is approved by the Court and its terms and provisions are specifically incorporated into this Final Decree as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into on this 7th day of August, 1977, by and between NANCY ANN TURNER, a resident of Davidson County, Tennessee (hereinafter referred to as "wife"), and ELBERT MARK TURNER, a resident of Davidson County, Tennessee (hereinafter referred to as "husband").

W I T N E S S E T H :

WHEREAS, the parties were lawfully married on March 24, 1973; and

WHEREAS, the parties are separated and living separate and apart and now desire to fully settle and make a complete and full division and adjustment of all the property they own; and

WHEREAS, the parties own a house and lot at 400 Blue Hills Drive, Nashville, Davidson County, Tennessee; a house and lot at 2931 Emery Drive, Nashville, Davidson County, Tennessee; various other real estate holdings which are business investments of the husband; a 1971 Camaro, a 1968 Cadillac; a 1962 Chevrolet pick-up truck; household furnishings and appliances; numerous tools, equipment and supplies used in the husband's business; and livstock comprised of rabbits, dogs and worms used as breeding stock; and

WHEREAS, it is anticipated that a divorce action will be filed by one of the parties to this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Hereafter the parties will live separate and apart without interference or hindrance one with the other.

96-10-189 2. All right, title and interest in the house and lot at 2931 Emery Drive, Nashville, Davidson County, Tennessee, is hereby divested out of husband and vested in wife. Wife agrees to assume the current indebtedness thereon and hold husband harmless of same. Husband agrees to fully carpet said house, recover kitchen floor, paint inside and out, and furnish draperies for same. Husband agrees not to increase the amount of the first mortgage or to put a second mortgage on this property.

3. All right, title and interest in the below listed real estate is divested out of wife and vested in husband, and husband will assume the indebtedness thereon and hold wife harmless of same:

95-11-144 400 Blue Hills Drive, Nashville, Davidson County, Tennessee

71-12-58 1840 Joy Circle, Nashville, Davidson County, Tennessee

120-14-125 1330 Parry Drive, Nashville, Davidson County, Tennessee

96-6-160 2928 Ironwood Drive, Nashville, Davidson County, Tennessee

60-2-199 3105 Vailview Drive, Nashville, Davidson County, Tennessee

61-16-85 4121 Addine Street, Nashville, Davidson County, Tennessee

72-4-130 3817 Inglewood Circle, North, Nashville, Davidson County, Tennessee

102 Carden Street, Hendersonville, Sumner County, Tennessee

60-2-138 3115 Moorewood Drive, Nashville, Davidson County, Tennessee

Any property acquired by husband after the date of this Agreement shall belong solely to husband, and all rights that the wife might have in such property shall be divested out of wife and into the husband by the final decree.

4. All household furniture, appliances and fixtures shall be divested out of husband and vested in wife, except that the

refrigerator-freezer combination, the deep freeze, radio, television, office furniture, guns and gun rack, and draperies are hereby divested out of wife and vested in husband.

5. All right, title and interest which wife may have in various tools, equipment and inventory used in husband's business is hereby divested out of wife and vested in husband.

6. All right, title and interest in breeding stock of rabbits and worms, and their offspring, is hereby divested out of wife and vested in husband, except that wife shall have two (2) Yorkshire Terriers.

7. All right, title and interest in the 1971 Camaro is divested out of husband and vested in wife.

8. All right, title and interest in the 1968 Cadillac and the 1962 Chevrolet pick-up truck are divested out of wife and vested in husband.

9. All right, title and interest in and to all accounts receiable owing as a result of husband's business interests is divested out of wife and vested in husband.

10. All other personal property has been previously divided to the parties' mutual satisfaction, and each has possession of those respective items.

11. Each of the parties shall acknowledge, execute and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

12. Husband agrees to pay wife Two thousand, five hundred dollars ($2,500.00) cash prior to the date of divorce. He also agrees to make payments on wife's TELC through First American National Bank for one (1) year after the hearing on the divorce petition. The payments on the loan are Thirty-two dollars, fifty-two cents ($32.52) per month.

13. It is understood and agreed by both parties that this Agreement may be submitted to the Court for approval and be incorporated into the final decree of divorce, if such decree be entered.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names the day and date above written.

WITNESSES:

/S/
NANCY ANN TURNER, WIFE

/S/
ELBERT MARK TURNER, HUSBAND

4. That the costs of this cause are hereby taxed to the defendant, Elbert Mark Turner, for which execution may issue if necessary.

Enter this 23 day of March, 1978.

BENSON TRIMBLE, Judge

APPROVED FOR ENTRY:

JAMES WM. HOFSTETTER, JR
Attorney for Plaintiff

I hereby certify that this is a true copy of original instrument filed in my office this 13th day of June 1978
GEORGE L. ROOKER Clerk
By _____
Deputy Clerk

IDENTIF. REFERENCE

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FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TENN.

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