BOOK 5313 PAGE 979

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

Map Parcel No.
142-9-A
13

MELANIE SMITH EZELL	§	
	§	
VS	§	NO. 91288
	§	
STEVEN DOUGLAS EZELL	§	

O R D E R

This cause came to be heard upon motion of the plaintiff on the 3rd day of July, 1978 before the Honorable Benson Trimble, Judge, and it duly appearing to the Court that the Defendant, STEVEN DOUGLAS EZELL, has been served with summons to answer Plaintiff's complaint, and that he has failed to appear and make defense within the time required by law. It is therefore ordered by the Court that Plaintiff's complaint be taken as confessed and that the cause be heard ex parte.

THEREFORE, this cause came on to be further heard upon the complaint and judgment by default heretofore taken and entered against defendant, STEVEN DOUGLAS EZELL, and the entire record in the cause, including the property settlement between the parties, from all of which it appears to the Court that the facts alleged in the Plaintiff's complaint are true and that the parties hereto have such irreconcilable differences between them that there is no hope of furter reconciliation but that the parties have made complete agreement as to all matters of division of property between them pursuant to law.

IT IS THEREFORE, ordered, adjudged, and decreed by the Court that the bonds of Matrimony subsisting between the plaintiff, MELANIE SMITH EZELL, and the defendant, STEVEN DOUGLAS EZELL, be and the same are absolutely and forever dissolved and that the Plaintiff be vested with all of the rights and privileges of an unmarried person and further that the Plaintiff's maiden name of Smith be restored to her.

IT IS FURTHER ordered, adjudged and decreed that the property settlement agreement entered into between the parties is ratfied and approved by the Court and is incorporated into and made a

part of this decree. Said property settlement is as follows:

PROPERTY SETTLEMENT

THIS AGREEMENT, made and entered into this 27th day of April, 1978 by and between Melanie Smith Ezell hereinafter referred to as Mrs. Ezell, and Steven Douglas Ezell, hereinafter referred to as Mr. Ezell. Both parties hereto are residents of Davidson County, Tennessee.

WITNESSETH:

WHEREAS, the parties hereto have encountered marital difficulties which are irreconcilable in nature; and

WHEREAS, there is now pending an action for absolute divorce between the parties in the Fourth Circuit Court for Davidson County, Tennessee; and

WHEREAS, the parties hereto are mutually desirous of adjusting certain property rights between themselves;

NOW THEREFORE, for good and sufficient consideration, the parties hereto mutually agree as follows:

(1) Mrs. Ezell will relinquish all right, title and interest in the parties home located at 837 Todd Pries Road, Nashville, Tennessee to Mr. Ezell and he will accept full responsibility for any indebtedness connected with said residence. Said real estate being more particularly described as follows:

> Being Unit No. 105 on the Plan of Doral Country Villa, and being known as 837 Todd Pries Road, Nashville, Tennessee 37221, together with each and all of the rights and appurtenances thereunto belonging, including such unit's undivided percentage interest in the land and general common elements, as fully described and set forth in a Master Deed, recorded in Book 5011, page 395, as amended in Book 5015, page 251, of the Register's Office for Davidson County, Tennessee, to which reference is hereby made. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the property, co-owners and tenants of Doral Country Villa Condominiums, Section I, contained in the Master Deed and the By-laws appended thereto, recorded in Book 5011, page 395, as amended in Book 5015, page 251, Register's Office for Davidson County, Tennessee, are incorporated in this deed by reference and made a part hereof the same as though copied herein.
>
> Being the same property conveyed to Steven D. Ezell and wife Melanie A. Ezell by deed from Barry Construction Company, a Tennessee Corporation, of record in Book 5076, page 241 in the Register's Office for Davidson County, Tennessee.

(2) Mrs. Ezell will retain the dining room table and chairs, the sectional couch grouping and all furniture pieces owned by her prior to the marriage between the parties.

(3) All pieces of furniture which were given to the parties as wedding gifts shall be divided according to the family ties of the donor of such gift.

(4) Mr. Ezell will retain the washer and dryer as well as the refridgerator and will be soley responsible for the remaining indebtedness attributable to those appliances.

(5) Mrs. Ezell will retain all pieces of silver, china and crystal except for one set of crystal champagne glasses, one silver tray and certain other items previously agreed upon by the parties, which shall be retained by Mr. Ezell.

(6) Mr. Ezell will retain the silver candelabra and one brass, columnar candlestick.

(7) Mrs. Ezell will retain the everyday tableware, the pewtar flatware, and the cooking utensils except for those pieces previously agreed upon and distributed to Mr. Ezell.

(8) Mrs. Ezell will retain the glassware except for one half of the set of "low ball" glasses which will be retained by Mr. Ezell.

(9) Mr. Ezell will be responsible for payment of the following indebtedness:

a. Bank Americard #4453-030-090-895

b. Master Charge #524F-300-16-5109-9

c. Demand Note at Third National Bank

d. Mediccount

e. Grace's

f. Cain-Sloan

g. Castner-Knott

h. Gus-Mayer

It is mutually agreed among the parties that any indebtedness incurred after March 1, 1978 to any one of the above creditors or any other creditor shall be the sole responsibility of the party incurring such indebtedness.

(10) The parties mutually agree that any federal income tax liability for the tax year 1977 or 1978 which is attributable to

Passive income for the benefit of Mrs. Ezell shall be paid, when due, by Mrs. Ezell.

(11) All other furniture, furnishings and other assets not specifically noted herein previously held jointly by the parties hereto has been divided and allocated maong the parties to their mutual satisfaction.

It is understood and agreed that this agreement or pertinent portions thereof may be incorporated in decree form should the Court see fit to decree a divorce between the parties.

Nothing herein is intended, nor shall be construed as infringing upon the prerogative of the Court having jurisdiction of this cause, the sole and only purpose of this agreement being the mutual desire of the parties to make advantageous the disposition of their jointly owned personalty and realty.

IN WITNESS WHEREOF, the parties have hereto set their hands on the day and date first above written, each retaining a copy hereof, the receipt of which is hereby acknowledged.

/s/ Melanie Smith Ezell
MELANIE SMITH EZELL

/s/ Steven Douglas Ezell
STEVEN DOUGLAS EZELL

ATTEST

/s/ James E. Maurer

ATTEST

/s/ James E. Maurer

IT IS FURTHER ordered, adjudged and decreed that the costs of this action be taxed against the defendant for which execution may issue if necessary.

Enter this 6 day of July, 1978.

JUDGE

APPROVED FOR ENTRY:
JAMES E. MAURER

ATTORNEY FOR PLAINTIFF

CERTIFICATE

I hereby certify that an exact copy of the foregoing order was mailed to the defendant at his last known address this 5th day of July, 1978.

File

R Marshall

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IDENTIF. REFERENCE

BOOK 5313 PAGE 983

JUL 20 2 54 PM '78

FELIX A. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

JUL 20 78 MISC B* 10.00 * 10.00

91288 108C/2296

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*~~ TRUE COPY *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Melanie Smith Ezell *Plaintiff, and* Stephen Douglas Ezell *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* 13th *day of* July *in the year one thousand nine hundred and* seventy-eight *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Gulley, *D. C.*