Map 95-8
Par. 59.

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EDNA PARRISH HARDCASTLE	)	IN THE FOURTH CIRCUIT COURT OF
	)	DAVIDSON COUNTY, TENNESSEE
	)	
VS.	)	NO. 90464
	)	
	)	
RICHARD OWEN HARDCASTLE	)	

FINAL DECREE

This cause came on for hearing on this the 30th day of May, 1978, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original complaint filed by Edna Parrish Hardcastle seeking an absolute divorce from the defendant, Richard Owen Hardcastle, upon the grounds of irreconcilable differences, with personal service had upon the defendant, pro confesso heretofore entered, testimony of complainant in open Court, submission of a property settlement agreement as between the parties, and the entire record herein;

From all of which it appears from the testimony of the complainant, that the differences between the parties are irreconcilable and complainant should be granted an absolute divorce from the defendant.

It is, therefore, ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing by and between the parties are hereby dissolved and the said complainant, Edna Parrish Hardcastle, is hereby awarded an absolute divorce from the defendant, Richard Owen Hardcastle and she is hereby restored to all the rights and privileges of an unmarried person.

It further appears that the parties have entered into the following property settlement agreement which is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

> This Agreement made and entered into on this the 16th day of January, 1978, by and between Edna Parrish Hardcastle, hereinafter called the "Wife" and Richard Owen Hardcastle, hereinafter called the "Husband."
>
> WITNESSETH:
>
> That whereas the parties are man and wife but have experienced serious marital difficulties and it appears a reconciliation is impossible and desiring to settle their property rights have entered into the following property settlement agreement which upon approval by the Court, shall be copied verbatim in the Final Decree which shall be entered with the Court

dissolving their marriage.

Now, therefore, in consideration of the premises and the mutual benefits and promises hereinafter set forth the parties agree as follows:

1. The wife shall make application to the Court for a decree of absolute divorce under the statutory ground of irreconcilable differences.

2. The wife shall be awarded custody of the minor child of the parties; to wit: Diana Brooke Hardcastle, Age 8, with all reasonable rights of visitation being awarded the husband. Further, the wife agrees the husband may see and visit her two daughters by a previous ma iage if he so desires. The husband agrees he will work with the wife on visitations so as to not inconvenience the household or disrupt the schedules and activities preplanned for the children.

3. The wife shall receive the homeplace of the parties located at 721 Albany Drive, Hermitage, Tennessee, to be hers absolute and in fee simple and the husband agrees to execute the necessary deeds conveying his interest if desired, otherwise, the final decree of divorce will divest him of any interest he has therein. The wife will pay the monthly mortgage payment.

4. The wife shall receive all the household furniture and furnishings of the parties located in the homeplace of the parties to be hers absolutely.

5. The wife shall receive the 1978 Oldsmobile automobile free and clear of any liens or encumbrances thereon which shall be paid by the husband.

6. The husband shall pay to the wife the sum of $300.00 per month as child support for the minor daughter of the parties.

7. The husband shall provide medical and hospitalization insurance for the minor daughter and will pay the medical expenses of the minor not covered by any insurance policy.

8. The husband shall maintain the existing life insurance policy upon his life which is owned by him, with the minor daughter, Diana Brooke Hardcastle as the beneficiary thereon.

9. The husband shall furnish funds for the college education of the minor daughter if said child so elects to attend college; it being the intention of the husband to offer a college education to his daughter at his expense.

10. The husband shall receive the following items of personalty to be his absolute and in fee simple:

1. One 1939 Chevrolet
2. One 1946 Willis Jeep
3. One 1973 Buick
4. One 1974 Buick
5. All tools and personal items stored in the workshop at the homeplace.
6. All items in the study at the homeplace with the exception of the children's books.
7. One television and one stereo cabinet.
8. The personal property of the husband still located at the homeplace.

11. The husband agrees to remove himself from the homeplace after the execution of this agreement, however, he shall be entitled to use the aforementioned workshop for storage until such time as he can make proper arrangements to remove these items, said period of time to be in reason.

12. The husband agrees to pay the wife's attorney a reasonable fee for her services rendered in this cause in the amount of $400.00.

Both parties understand that this agreement is subject to the approval of the Court in the event a divorce is granted to either party. However, in the event that a divorce is not granted to either party or the parties reconcile, this agreement shall be of no force and effect. If approved by the Court, the said agreement is a full final and complete settlement of the property rights as between the parties and the same is entered into without any collusion between the parties, but solely of their own free will and accord.

/s/ Edna Parrish Hardcastle
WIFE

/s/ Pamela K. Blair
WITNESS

/s/ Richard Owen Hardcastle
HUSBAND

/s/ Angie Moore
WITNESS

It is, therefore, ORDERED and DECREED the custody of the minor child; to wit: Diana Brooke Hardcastle, Age 9 years, is hereby awarded to the complainant, Edna Parrish Hardcastle, with reasonable rights of visitation as stated hereinabove in the property settlement incorporated herein.

It is further ORDERED and DECREED that the defendant, Richard Owen Hardcastle, shall pay the sum of $300.00 per month as child support commencing June, 1978, and continuing each month thereafter.

It is further ORDERED and DECREED that the homeplace of the parties located at 721 Albany Drive, Hermitage, Tennessee, is hereby vested in the complainant, Edna Parrish Hardcastle, to be hers absolutely and any right, title or interest the defendant has in and to the same is divested from him and reinvested in complainant as hers absolutely and in fee simple. Said real property is more particularly described as follows:

> Land in Davidson County, Tennessee, being lot No. 264, Tulip Grove, Section 4, of record in Book 4175, page 12, Register's Office for said County.
>
> Said lot No. 264 fronts 80.00 feet on the northeasterly side of Albany Drive and extends back 160.43 feet on the northwesterly line and 160.0 feet on the southeasterly line to a dead line at the rear, measuring 80.00 feet thereon.

Being the same property conveyed to Richard O. Hardcastle and wife, Edna C. Hardcastle, by Warrenty Deed from Billy L. Watson and wife, Rosabel J. Watson, of record in Book 4603, page 135, Register's Office for Davidson County, Tennessee, and with Edna C. Hardcastle and Edna Parrish Hardcastle, being one and the same person.

It is further ORDERED and DECREED that the complainant is awarded her household furniture and furnishings and the 1978 Oldsmobile automobile unencumbered free and clear of the claim of the defendant and he is awarded his property as listed in the agreement herein free and clear of any claim of the complainant.

It is further ORDERED and DECREED the said Richard Owen Hardcastle shall provide medical and hospitalization insurance on the minor child and pay all medical expenses not covered by said policy. He is further ORDERED to maintain the life insurance policy with said minor child as beneficiary and shall provide funds for her college education if she elects to attend as stated in the agreement attached hereto and incorporated herein.

It is further ORDERED and DECREED that the property settlement agreement executed by the parties and incorporated herein is hereby approved by the Court and made the judgment hereof in all respects.

The defendant shall pay the costs of this cause for all of which let execution issue if necessary.

This the 1st day of June, 1978.

s/ Lewis Puckett
JUDGE

APPROVED FOR ENTRY:

Russell Robinson
Attorney for Complainant

I certify that a copy of this Final Decree has been mailed to the defendant, Richard Owen Hardcastle, c/o Hardcastle Construction Co., 711 Main Street, Nashville, TN 37206, this the 30 day of May, 1978.

Russell Robinson
Attorney for Complainant

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Married Policeman. City
213 3rd Ave N.
Nash. Tenn

IDENTIF. REFERENCE

SEP 14 10 28 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

SEP 14 MISC B* 10.00 * 10.00

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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~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* EDNA PARRISH HARDCASTLE *Plaintiff, and* RICHARD OWEN HARDCASTLE *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* 14th *day of* September *in the year one thousand nine hundred and* seventy-eight *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Sue Woods, *D. C.*

Form #GR-417