8-25-78 1164 2536

IN THE SECOND CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

BOOK 5348 PAGE 447

| | | |
|---|---|---|
| PATRICIA VIRGINIA HILL | ) | |
| | ) | |
| VS. | ) | NO. 91052 |
| | ) | |
| WILBUR WAYNE HILL | ) | |

FINAL DECREE

This cause came on to be heard before the Honorable John Nixon Judge, on this the 31st day of July, 1978, upon the original petition for Absolute Divorce filed by Complainant, PATRICIA VIRGINIA HILL, judgment pro confesso entered against the Defendant, WILBUR WAYNE HILL, upon his failure to plead, answer or demur within the time required by law, testimony of Complainant that the parties have entered into a Property Settlement Agreement, which agreement was approved by the Court, and that there have been irreconcilable differences between the parties which proved to the satisfaction of the Court; it is, therefore,

OCT 10 MISC B* 8.00 * 8.00

ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore subsisting by and between these parties are hereby terminated and Complainant is hereby granted an Absolute Divorce from the Defendant.

IT IS FURTHER ORDERED that the Property Settlement Agreement heretofore entered into by and between these parties is hereby copied in verbatim.

PROPERTY SETTLEMENT AGREEMENT

This agreement made this the 16th day of July, 1978, by and between PATRICIA VIRGINIA HILL hereinafter called Complainant, and WILBUR WAYNE HILL hereinafter called Defendant, both of Davidson County, Tennessee,

WITNESSETH

Whereas the parties desire to settle their differences with respect to all property rights and obligations and enter into a contract for the settlement of such rights and obligations not only for the present but for their future. It being the intention that such contract will be effective with respect to all of their property and other matters of concern irrespective whether a divorce is finally concluded between the properties.

Now, therefore, for and in consideration of the mutual promises and agreements herein contained, the parties hereby contract and agree as follows

1. That each of the parties has given full and mature thoughts to the making of this agreement and all of the obligations contained herein and that each understands that the agreement and obligations assumed by the other party, are assumed with the express understanding and agreement that they are in full satisfaction of all obligations which each of said parties has towards the others.

2. Defendant will pay Complainant the sum of $550.00 per month as alimony each month hereafter, said payments to continue until the death of Complainant or until she remarries, which ever occurs first.

3. Each of the parties hereby recognize that their daughter, HARRIET ANN HILL, age 21, has been strickened with Cerebal Palsy and has to be taken care of by Complainant and requires constant care and attention, medical expenses, and other medical problems and expenses in connection with caring for this daughter. The parties further agree that this duty of support is due and owing unto this child for and during her natural life.

4. Defendant will execute title to the 1974 LTD Ford automobile to Complainant as her sole and absolute property.

5. All right, title, and interest in and to the house at 3115 Laurel Forest Drive, Donelson, Tennessee, now owned by the parties as tenants by the entirety, shall be divested out of Defendant and vested in Complainant as her sole and absolute property either by deed or by Final Decree of this Court. Complainant agrees to assume and pay the first mortgage on this property and particularly agrees to assume and pay the second martgage on the property.

6. All right, title, and interest in and to the property at 820 Kent Road, Donelson, Davidson County, Tennessee, which the parties own as tenants by the entirety, shall be divested out of Defendant and vested in Complainan as her sole and absolute property either by deed or by Final Decree of this Court. Complainant agrees to assume and pay the first mortgage on this property.

7. All right, title, and interest in and to the household goods and furnishings, located in the home of the parties, shall be divested out of the Defendant and vested in Complainant as her sole and absolute property.

8. Defendant agrees to pay the Master Charge and Sears Roebuck account now owed by the parties at this time, and Complainant agrees to pay the Castner-Knott bill owed by the parties at this time.

9. Defendant hereby agrees to make his son, RICHARD HILL, and his daughter, SUSAN HILL, his daughter, HARRIET HILL, and Complainant as his irrevocable beneficiaries on his life insurance policies, presently in force with the National Guard and at his place of employment, Genesco, and to keep current the payments on these life insurance policies and agrees not to encumber them in the future in any way whatsoever and agrees not to change the beneficiaries under any circumstances.

46-15 72g

10. Defendant agrees to pay MEDFORD TODD the sum of $2,000.00, said sum being a loan previously borrowed by Complainant to pay family bills.

11. Defendant agrees to pay Complainant's lawyer, H. Philip Sadler, a reasonable fee for his services, said fee to be set by the Court and agrees to pay the Court costs.

12. It is agreed and understood between the parties that this agreement shall be introduced in any divorce action, prosecuted by either of them and submitted to the Court for ratification and incorporation into the Final Decree. This agreement is intended to be a complete and final settlement of all property rights and support and obligations, now existing between themselves without the concurrence of the Court.

13. It is understood and agreed between the parties as part of the consideration for the execution of this agreement that each party shall willingly execute and deliver any and all instruments necessary are required in order to implement the terms of this agreement.

This agreement is executed in duplicate on the day and date first above written and a copy of the same is to be retained by both parties.

Patricia Virginia Hill
PATRICIA VIRGINIA HILL

Wilbur Wayne Hill
WILBUR WAYNE HILL

IT IS FURTHER ORDERED that all right, title, and interest in and to the following described real estate is hereby divested out of WILBUR WAYNE HILL and vested in PATRICIA VIRGINIA HILL as her sole and absolute property.

LAND in the 3rd Civil District of Davidson County, Tennessee, being Lot No. 88 on the Plan of Hickory Bend, Section 3, as of record in Book 3600, page 42, Register's Office for said County.

SAID Lot No. 88 fronts 85.0 feet on the westerly side of Laurel Forest Drive and runs back between parallel lines 140.0 feet to a dead line.

BEING the same property conveyed to Wilbur Wayne Hill and wife, Patricia F. Hill, by deed from Capital City Mortgage Co., a Tennessee corporation, of record in Book 3903, page 5, Register's Office for Davidson County, Tennessee.

76-13 14

IT IS FURTHER ORDERED that all right, title, and interest in and to the following described real estate is hereby divested out of WILBUR WAYNE HILL and vested in PATRICIA VIRGINIA HILL as her sole and absolute property.

LAND in Davidson County, Tennessee, being Lot No. 95 on the Plan of Twin Lawn Subdivision, as of record in Book 2331, page 9, Register's Office for Davidson County, Tennessee, and more particularly described as follows:

LOT No. 95 fronts 89 feet along the westerly margin of Kent Road and runs back between lines 154.5 feet on the northerly side and 157.6 feet on the southerly side to a dead line in the rear and measures 67 feet on said dead line.

BEING the same property conveyed to Wilbur Wayne Hill and wife, Patricia F. Hill, by deed from George Gianikas and wife, Mary Ellen Gianikas, as of record in Book 2452, page 621, Register's Office for Davidson County, Tennessee.

Costs are adjudged against the Defendant for which an execution may issue if necessary.

This 25th day of August, 1978.

JUDGE

Attorney for PATRICIA VIRGINIA HILL

Attorney for WILBUR WAYNE HILL

FELIX ZANDMAN REGISTER
DAVIDSON COUNTY, TENN.
OCT 10 1 10 PM '78

IDENTIF. REFERENCE

E93303

8-25-78
116 c/25 36

# 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* Patricia Virginia Hill *Plaintiff, and* Wilbur Wayne Hill *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* 4th *day of* Oct *in the year one thousand nine hundred and* 78 *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

*By* L. Dyer, *D. C.*

Form #GR-117