1001 Elvira 72-6-89 72-6-90 TK

INA MAI DUKE McNEESE) IN THE FIRST CIRCUIT COURT

VS.) DAVIDSON COUNTY, TENNESSEE

DAVID G. C. McNEESE) No. 87113

FINAL DECREE BOOK 5351 PAGE 624 8-25-78 145B/1094

This cause came on to be heard on this Tuesday, August 15, 1978, before the Honorable Robert Lillard, Judge of the First Circuit Court of Davidson County, Tennessee, upon the amended and supplemental cross-bill for absolute divorce, all other pleadings having been withdrawn and the matter heard on an uncontested basis; at which time counsel for the cross-complainant made an oral motion to amend the cross-bill to include the ground of irreconcilable differences, which motion the Court was pleased to grant. After having heard testimony of the complainant and statement of counsel, the Court was of the opinion that said petition was well taken; that is to say, that such irreconcilable differences exist between the parties as renders further cohabitation improper.

It is, therefore, ORDERED, ADJUDGED AND DECREED by the Court that the cross-complainant, David G. C. McNeese, is granted an absolute divorce from the cross-defendant, Ina Mai Duke McNeese, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved and the parties are restored to all the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement heretofore entered into by and between the parties is hereby approved by the Court and incorporated herein as follows:

SETTLEMENT AGREEMENT

This Agreement made and entered into this 14th day of August, 1978, by and between Ina Mai Duke McNeese, hereinafter referred to as "Wife", and David G. C. McNeese, hereinafter referred to as "Husband",

W I T N E S S E T H:

WHEREAS, the parties hereto as Husband and Wife, and such difficulties have arisen in their marital relationship that they can no longer cohabit together, and,

WHEREAS, the parties are desirous of resolving their property interests,

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, which Agreement may be made a part of and incorporated into any Decree of Divorce which may be entered dissolving the parties' marriage, the parties hereto agree as follows:

1. The parties are owners of two pieces of real property located at 1001 Elvira Ave. and 3204 Anderson Place, Nashville, Tenn. All right, title, equity and interest which the Wife has in and to said properties shall be divested out of Wife and vested solely in Husband and Wife shall be held harmless on any and all indebtedness thereon.

2. The marital property of the parties has been equitably divided to the mutual satisfaction of both parties.

3. The personal property presently in the possession of the respective parties shall become their sole property and each party shall hereby disclaim any and all interest he or she may have in the properties now held by the other party.

4. Husband shall pay directly to Wife the sum of $1,000.00 as alimony in solido.

5. Husband will be responsible for the costs incurred as a result of this action including a reasonable attorney fee for Wife's solicitor of record in the amount of $300.00 payable directly to J. Thomas Martin, Attorney.

6. The parties agree that they will execute and deliver such documents as may be necessary to carry out the provisions of this Agreement.

7. It is understood and agreed that this Settlement Agreement is entered into without undue influence, fraud, collusion or misrepresentation for any reason not stated herein. The provisions of this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and date first above written.

/s/ Ina Mai Duke McNeese

/s/ David G. C. McNeese

It is, therefore, ORDERED, ADJUDGED AND DECREED by the Court that all right, title and interest the said Ina Mai Duke McNeese may have in and to the property located at 3204 Anderson Place, Nashville, Davidson County, Tennessee, and more particularly described as follows:

Land in Davidson County, Tennessee, being the northerly part of Lot "J" on the corrected Plan of E. J. Childers' Subdivision of J. H. Ambrose Tract, as of record in Book 332, page 134, Register's Office for said County, being part of Lot No. 11 on the original Plan of said Childers' Subdivision, as of record in Book 57, page 144, said Register's Office described according to a survey made by Hickerson-Miller, Engineers-Surveyor's, May 10, 1958 as follows:

Beginning at a stake on the easterly margin of Anderson Place 150 feet north of the northeast corner of Elvira Avenue and said Anderson Place; thence with the easterly margin of said Anderson Place north 5° east 166.5 feet; thence south 78° 45' east 100 feet 5 inches to a corner post; thence south 5° west 156 feet to a stake; thence north 85° 15' west 100 feet to the beginning.

Being the same property conveyed to David G. C. McNeese and wife, Ina Mai McNeese, by deed from Jerry D. Wiley and wife, Harriet Wiley, of record in Book 5220, page 474, Register's Office for Davidson County, Tennessee.

shall be, and the same hereby is divested out of the cross-defendant, Ina Mai Duke McNeese, and vested in the cross-complainant, David G. C. McNeese, in fee.

It is further ORDERED by the Court that all right, title and interest the said Ina Mai Duke McNeese may have in and to the property located at 1001 Elvira Avenue, Nashville, Davidson County, Tennessee, and more particularly described as follows:

LAND in Davidson County, Tennessee, being the westerly 50 feet of the westerly 100 feet of Lot No. II in the E. J. Childer's Trustee Subdivision of the J. H. Ambrose tract, in the Eleventh Civil District of said County, a record of said Subdivision being in Plan Book 57, page 144, R.O.D.C., Tennessee, described as follows:

BEGINNING at a point, in the southwesterly corner of said lot No. II on the northern margin of Elvira Avenue; thence easterly with the northern margin of said Avenue 50 feet to a point; thence northerly at right angles 150 feet to a point; thence westerly parallel with the northern margin of Elvira Avenue 50 feet; thence at right angles southerly with the margin of Elvira Ave. 50 feet; thence at right angles southerly with the eastern line of the Anderson Place 150 feet to the place of beginning.

BEING the same property conveyed to David McNeese by deed from Leldon C. McNeese and wife, Nannie McNeese, of record in Book 4832, page 96, Register's Office for Davidson County, Tennessee.

shall be, and the same hereby is divested out of the cross-defendant, Ina Mai Duke McNeese, and vested in the cross-complainant, David G. C. McNeese, in fee.

The costs of this cause shall be taxed to the cross-complainant, David G. C. McNeese, for which execution shall issue if necessary.

JUDGE

APPROVED FOR ENTRY:

Sam Wallace
Attorney for Cross-Complainant

xc: Mr. J. Thomas Martin

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BOOK 5351 PAGE 627

IDENTIF. REFERENCE

OCT 17 9 38 AM '78

FELIX Z. [illegible] REGISTER
DAVIDSON [illegible]

OCT 17 00	MISC		B*	8.00	*	8.00

145B/1094

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* Ina Mai Duke McNeese *Plaintiff, and* David G. C. McNeese *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* 17th *day of* October *in the year one thousand nine hundred and* seventy-eight *and in the* 203rd. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Buttrey, *D. C.*

Form #GR-117