✓ 2-12-79
111A/723

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

94-8
Par 6 Is

TERESA DIANE (BROWN) OWENS	X	
	X	
VS.	X	NO. 93672
	X	
RONALD EUGENE OWENS	X	BOOK 5398 PAGE 944

FINAL DECREE

This cause came to be heard on the 2nd day of February, 1979, in the Fourth Circuit Court for Davidson County, Tennessee, the Honorable Benson Trimble, Judge, presiding; upon complainant's original bill for an absolute divorce along with a Property Settlement Agreement between the parties, complainant's testimony, and the whole record in this cause; from all of which the Court finds that the complainant should be awarded an absolute divorce from the defendant on the grounds of irreconcilable differences, that the costs of this cause be adjudged against the defendant; and, that the Property Settlement Agreement present to the Court is hereby approved by the Court and is in words and figures as follows:

"PROPERTY SETTLEMENT AGREEMENT"

This agreement made and entered into this the 15th day of September, 1978, by and between Teresa Diane Owens hereinafter called the Plaintiff and Ronald Douglas Owens, hereinafter called the Defendant.

WITNESSETH

WHEREAS, there is now pending in the Circuit Court for Davidson County, Tennessee, a case wherein the Plaintiff is seeking an Absolute Divorce from the Defendant and the parties are desirous of settling certain issues and controversies of this case relating to a division of all property.

NOW, THEREFORE, the Plaintiff and Defendant, as evidenced by their respective signatures hereto, do hereby agree as follows:

1. The parties hereto have one minor child born of this marriage, being named Scott Douglas Owens and born September 17, 1974. The parties agree that the wife is a fit and proper person to have absolute custody of the minor child, and is therefore agreed between the parties that the WIFE shall have absolute custody and the HUSBAND shall have reasonable visitation rights with said minor child.

2. It is agreed between the parties hereto that the HUSBAND shall pay to the WIFE a total sum of $1,560.00 per year as child support said sum to be paid each month in equal monthly installments.

3. It is agreed between the parties hereto that the DEFENDANT HUSBAND shall maintain hospital insurance on the child until such time as said child reaches the age of 18 years. The HUSBAND shall present to the WIFE evidence that the hospitalization insurance premium is being maintained and in the event the child incurs medical expenses the WIFE shall notify the HUSBAND of such medical expense for the purpose of filing such claim with the group hospitalization plan.

4. It is agreed between the parties hereto that the parties are owners as tenants by the entirety in a home located at 1820 Dahlia Drive, Nashville, Tennessee. It is further agreed between the parties hereto that the HUSBAND shall be divested of any interest in said house and that the HUSBAND'S interest shall be transferred to the name of the WIFE and the PLAINTIFF WIFE shall be vested with absolute title in fee simple to the property located at 1820 Dahlia Drive. It is agreed that the DEFENDANT HUSBAND shall execute the necessary documentation to transfer his interest in said property to PLAINTIFF WIFE. It is further agreed between the parties that in the event said house is sold the HUSBAND shall receive a total of $3000.00 from the net proceeds resulting from such sale. It is further agreed between the parties that in the event the WIFE shall sell said property that the house will be sold on a new loan and that the WIFE agrees not to sell the house to a third party assuming the present outstanding loan. It is further agreed between the parties that the HUSBAND shall retain a lien in the amount of $3000.00 conditioned upon the sale of and in the event the WIFE should sell this house. In the event the PLAINTIFF WIFE should desire to remain in said house there is no agreement whereby the WIFE is under any obligation to dispose of or sell said property.

5. It is agreed between the parties hereto that all the household furniture located in the residence at 1820 Dahlia Drive, Nashville, Tennessee shall be vested in PLAINTIFF WIFE. The DEFENDANT HUSBAND agrees to execute the necessary documentation to divest the HUSBAND of all interest in said household furniture and to vest title to said household furniture in WIFE absolutely and in fee simple.

6. It is agreed between the parties hereto that the WIFE shall retain possession of and have absolute title to a 1968 Buick automobile. The DEFENDANT HUSBAND agrees to execute the necessary documentation to divest any interest in said car from the name of said HUSBAND and to vest absolute title in the WIFE.

7. It is agreed between the parties that the DEFENDANT HUSBAND shall retain possession of the 1977 Ford Pick-up truck and is further agreed that the PLAINTIFF will execute the necessary documentation to divest said WIFE of any interest in said truck and vest absolute title in said truck to the DEFENDANT HUSBAND. It is further agreed that

DEFENDANT HUSBAND shall assume the outstanding indebtedness due on the 1977 Ford Pick-up truck which balance is owed to the Third National Bank, Nashville, Davidson County, Tennessee. The DEFENDANT HUSBAND further agrees to indemnify th WIFE for any damages incurred by WIFE as a result of her having been sued by the Third National Bank for failure of the DEFENDANT HUSBAND to satisfy this indebtedness.

8. The DEFENDANT HUSBAND agrees to assume responsibility for paying off a personal loan in the amount of $2,500.00 said loan payable to Third National Bank of Nashville, Davidson County, Tennessee, further the DEFENDANT HUSBAND agrees to assume the responsibility for paying off an indebtedness in the amount of approximately $100.00 owed to J.C. Penney Company of Nashville, Davidson County, Tennessee, and further DEFENDANT HUSBAND agrees to assume responsibility for paying the indebtedness in the amount of $125.00 owed to Kelly Springfield Tire Company. The DEFENDANT HUSBAND further agrees to indemnify the PLAINTIFF WIFE for any damages incurred by PLAINTIFF WIFE as a result of having been sued for failure of the DEFENDANT HUSBAND to satisfy the debts listed herein.

9. The PLAINTIFF WIFE agrees to assume the responsibility for paying off an indebtedness in the approximate amount of $249.00 owing to Western Auto Company, Nashville, Davidson County, Tennessee. PLAINTIFF WIFE agrees to indemnify the DEFENDANT HUSBAND for damages incurred by DEFENDANT HUSBAND as a result of the HUSBAND having been sued for failure of the WIFE to satisfy payment of this indebtedness.

10. It is agreed between the PLAINTIFF and the DEFENDANT that any charges made or bills incurred subsequent to the 9th day of September, 1978, by either the PLAINTIFF or the DEFENDANT without the permission of or signed authorization of the other party shall be the absolute responsibility of the party making the charge or incurring said debt.

11. The DEFENDANT hereby agrees to pay the attorney's fees in the amount of $250.00 to the attorney of record, John A. Wade, 2525 Lebanon Road, Nashville, Davidson County, Tennessee, for the filing and execution of this document and divorce proceedings and the DEFENDANT further agrees to pay the cost of this cause.

WITNESS our hands set forth on the date below.

s/ Teresa Diane Owens
TERESA DIANE OWENS, PLAINTIFF

s/ Ronald Douglas Owens
RONALD DOUGLAS OWENS, DEFENDANT

STATE OF TENNESSEE

COUNTY OF DAVIDSON

SWORN to and subscribed before me on the 15th day of September, 1978.

s/ John A. Wade
NOTARY PUBLIC

MY COMMISSION EXPIRES: 3-1-1980

It is therefore ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore subsisting by and between the parties are perpetually dissolved and that the complainant is awarded an absolute divorce and restored to all the rights and privileges of an unmarried person on the grounds of irreconcilable differences, and, that the costs of this cause are ADJUDGED against the complainant, for all of which let execution issue if necessary.

It is further ORDERED, ADJUDGED and DECREED by the Court that the Property Settlement Agreement set forth above is in all things ratified and approved by the Court and in order to properly enforce each and every provision of said agreement, the same is ADJUDGED and DECREED as though DECREED separately.

ENTERED THIS 12 DAY OF Feb., 1979.

BENSON TRIMBLE, JUDGE

APPROVED FOR ENTRY:

John A. Wade
JOHN A. WADE, Attorney for Complainant

CERTIFICATE

I certify that I have mailed a copy of this Final Decree to the Defendant at his last known address at Route #4, Coles Ferry, Lebanon, Tennessee 37087.

John A. Wade
JOHN A. WADE

5226 02/27 10.00- CHECK

F. 1. 5. 8. 1. 0.

BOOK 5398 PAGE 948

IDENTIF. REFERENCE

FEB 27 9 39 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY. TENN.

Mail Teresa D. Owens
1820 Dakota Dr.
Nash. Tenn 37210

Docket No. 93672 Minute Book 111A Page 723

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~~ true copy *transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Teresa Diane Owens *Plaintiff, and* Ronald Eugene Owens *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* 27th *day of* February *in the year one thousand nine hundred and* Seventy-Nine *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eckenrode, *D. C.*

Form #GR-117