IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

Map 75-13
Par 163 Is

SUE ANN BATAILLE)
)
VS.) NO. 93130
)
RAY ALAN BATAILLE)

BOOK 5415 PAGE 37

FINAL DECREE

This cause came on to be heard before the Hon. Hamilton Gayden Judge, on this the 30th day of October, 1978, upon the Petition for Absolute Divorce filed by Plaintiff, SUE ANN BATAILLE, against the Defendant, RAY ALAN BATAILLE, judgment pro confesso heretofore entered against the Defendant upon his failure to plea, answer or demur within the time required by law, testimony of Complainant, statement of counsel and particularly from a Property Settlement Agreement heretofore entered into by and between these parties from all of which the Court finds that the facts charged in the bill are true, that is, the Defendant has been guilty of irreconcilable differences that have arisen between the parties and that Plaintiff is entitled to an Absolute Divorce from Defendant upon this ground; it is, therefore

ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore subsisting by and between these parties is hereby dissolved and Plaintiff is granted an Absolute Divorce from Defendant and restored to all the rights and privileges of an unmarried person.

It is further Order that the Property Settlement Agreement heretofore entered into by and between these parties is hereby approved and copied herein verbatim.

PROPERTY SETTLEMENT AGREEMENT

This Agreement is made and entered into at Nashville, Tennessee, on this the 5th day of October, 1978, by and between Sue Ann Bataille, hereinagter refereed to as "wife" and Ray Alan Bataille, hereinafter referred to as "husband".

WITNESSETH:

That whereas the parties are man and wife, and as a consequence of certain irreconcilable differences that have arisen between the parties, a petition for absolute divorce has been filed; and whereas the parties are desirous of settling their property, custody, and support rights subject to the approval of the Court:

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

M I N U T E S, ON THE FIRST DAY OF NOVEMBER, 1978.

Therefore, for and in consideration of the mutual promises and agreements contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. REAL ESTATE -- The husband shall have sole and complete ownership of certain property located at 302 Bonnalynn Drive, Hermitage, Tennessee, and the wife shall be divested of any right, title or interest therein. Said property is more particularly described as follows:

Being Lot No. 67 on the Plan of Hermitage Hills, Section 1, of record in Book 2900, Pages 48 and 49, Register's Office for said County, described as follows:

Said Lot No. 67 fronts 84.27 feet on the southwesterly side of Bonnalynn Drive and runs back between lines, 150 feet on the northerly side and 149.8 feet on the southerly side, to a line in the rear measuring 91.0 feet thereon.

Being the same property conveyed to the Grantor herein by deed from Robert Roy Young and wife, Irene M. Young, of record in Book 4544, Page 578, Register's Office for Davidson County, Tennessee.

2. FURNITURE & HOUSEHOLD FURNISHINGS -- The husband shall have all right, title, and interest in the following articles of household furniture and furnishings, and the wife shall be divested of any interest therein:

Record Collection
Floor Polishers
1 Dresser
All Office Equipment Except Desk
1 Vacuum Cleaner
All Bar Bell Equipment
All Tools
All Electronic and Musical Equipment Except as Provided Below

The wife shall have all right, title, and interest in the following articles of household furniture and furnishings and the husband shall be divested of any interest therein:

All Bedroom Furniture
Desk
Refrigerator
Washing Machine
Dishwasher
Table and Chairs
Air Conditioner, (back Bedroom)
1 Vacuum Cleaner
Stereo
Freezer
Sewing Machine
Vegetable Juicer
Steamer, Slow Cooker
Both Television Sets

3. AUTOMOBILES -- The wife shall receive the 1966 Dodge Automobile and the husband shall be divested of any interest therein. The husband shall pay the note on said automobile, and the wife shall be held harmless thereon.

The husband shall receive all remaining automobiles and parts, and the wife shall be divested of any interest therein.

husband shall have sole ownership of master record and all rights to recordings made for Suncoast Records and Westwood records. The wife shall be divested of any interest she has or may have in said propert

5. DEBTS -- The husband shall be responsible for all credit card debts and business debts incurred to date of this agreement. Husband shall assume all financial responsibilities for any amount owed to the Internal Revenue Service as a result of their present inquiry. The husband shall be responsible for any debt to Handicrafters for certain cabinets, and for any bill owed for the answering service. The wife shall be held harmless on the above debts.

The wife shall be responsible for the debts owed on the automatic dishwasher, all dental and medical bills owed for herself and children, any debts owed for the parties pets. The husband shall be held harmless on the above debts.

6. PERSONAL PROPERTY -- Each party shall retain his own personal propert including clothing, jewelry, and other similar personal items.

7. ATTORNEY'S FEE -- Each party shall pay their own attorney's fee in this matter. The husband shall pay the cost herein.

BOTH PARTIES understand that this agreement is subject to the approval of the Court in the event a divorce is granted to either party, and, if approv shall be incorporated into the Final Decree of divorce, should the Court see fit to grant a divorce. Further, this agreement shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might accrue to either in the future. Specifically included in this Agreement are any claims for support, maintenance alimony, attorney's fees, dower, homestead, inheritance or any other interest or demand which might otherwise be asserted by either party against the other or against the property or estate of the other. 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 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/Sue Bataille

s/Ray Alan Bataille

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

JUDGE

Attorney for Plaintiff

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IDENTIF. REFERENCE

Apr 4 10 53 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Docket No. 93130 Minute Book 145C, page 2137

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 of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Sue Ann Bataille *Plaintiff, and* Ray Alan Bataille *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* April *in the year one thousand nine hundred and* seventy-nine *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Candy Jennings, *D. C.*

Form #GR-117