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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARTHA M. HOYLE)
)
-vs-) No. 90964
)
ROBERT ELLSWORTH HOYLE)

FINAL DECREE

This cause came to be heard on the 7th day of July, 1978, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original petition having been filed on or about February 28, 1978, personal service over the defendant on or about March 1, 1978, a judgment by default having been entered, testimony of the complainant and the entire record in this case.

From all of which the Court was of the opinion that irreconcilable differences have arisen between the parties entitling the complainant to an absolute divorce.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, by the Court that the complainant be awarded a divorce and is hereby granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that whatever rights, title or interest that the defendant has or may have had in the real property herein described is hereby divested out of him and vested in the complainant as her sole property:

Being Lot No. 1083, on the Plan of Hermitage Hills Subdivision Section 9, as of record in Book 3600, page 97, Register's Office for Davidson County, Tennessee

Said Lot No. 1083 fronts 77.0 feet on the southwesterly margin of Bonnaoaks Drive and runs back between lines measuring 167.96 feet on the broken northwesterly line and 154.0 feet on the southerly line to a dead line in the rear measuring 68.54 feet thereon.

Being part of the same property conveyed to Belle Homes, Inc., by deed from Miller Kimbrough, Trustee, of record in Book 4103, page 244, Register's Office for Davidson County, Tennessee.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Property Settlement Agreement entered into by and between the parties on the 23rd day of February, 1978, which is copied herein verbatim be hereby approved in its entirety:

THIS AGREEMENT made and entered into by and between MARTHA M. HOYLE, hereinafter called the "wife", and ROBERT ELLSWORTH HOYLE, hereinafter called the "husband", on this 23rd day of February, 1978, at Nashville, Tennessee.

WITNESSETH:

THAT WHEREAS the parties are husband and wife and serious marital problems have arisen and the differences between the parties are such that a reconciliation is impossible and the parties desire to settle their property rights subject to the approval of the Court agree as follows:

1. The house of the parties located at 202 Bonnaoaks Drive, Hermitage, Tennessee, shall be conveyed by the parties to the wife Martha M. Hoyle. This conveyance shall vest all right, title and interest of the parties' home in the wife to be held in fee simple. She will assume the mortgage payments of $121.00 per month held by Lomas & Nettleton. The husband shall be relieved of all other expenses relating to this house and the rents collected hereafter shall be given to the wife.

2. The houseboat located at the Old Hickory Marina, in Old Hickory, Tennessee, shall be conveyed by the parties to the husband and he shall assume full ownership and responsibility for all expenses relating to the houseboat including but not limited to the boat dock rental, insurance and mortgage note of $424.45 per month payable to the General Electric Credit Corporation.

3. The wife shall receive the 1975 Volkswagon Rabbit.

4. The husband shall receive the 1975 Monte Carlo Chevrolet.

5. Each party shall obtain their own personal property consisting of jewelery and other similar items, it being understood that the husband shall receive his tools, train equipment, calculator SR-52, and King Trombone. The wife shall receive household furniture and furnishings of the parties to be hers absolute including but not limited to:

color TV and stand	washer and dryer
Conn Trombone	dishwasher
calculator HP-45	couch and chair
boy's bike	end tables
2 bed sets	lamps
micro wave oven	desk
refrigerator	portable washer
stove	portable sewing machine
slides and equipment	piano and music
photo album	linens
kerosene heater	kitchen ware
stereo	riding mower and hand mower
black and white TV	portable air-conditioner
typewriter	sport yak

The parties further agree that they will split equally the estimated $170.00 tax return for the year 1977, and the $700.00 savings account at the Mid-State Educators Credit Union.

6. The wife shall receive the case dividends of approximately $476.00 from the preferred risk insurance policy on Robert, Martha and Bobby Hoyle. The husband further agrees to continue to keep in full force and effect a medical insurance policy and a life insurance policy for the parties' son, Robert David Hoyle. Said policy is to be maintained until the parties' son reaches the age of 21 or for as long as he shall remain in college, said policy is to be kept in effect so long as the provisions of the current such policy shall permit.

7. The parties agree that the wife shall have custody of the minor son, Robert David Hoyle, and the husband agrees to pay $175.00 month, payable on the 10th day of each month commencing at the time of this agreement and continuing until the son reaches the age of 21 years or for so long as he shall remain in college. The husband further agrees to pay for his son's continuing education including college. He further agrees to purchase a new car for the son when the son reaches the age of 16. The husband shall be granted reasonable visiting rights to his son.

8. The wife shall make no cliams against the husband for alimony so long as he shall abide by this agreement.

9. The husband shall bear the court costs of this divorce and hold the wife harmless therefrom. The husband will further pay for reasonable attorney fees incurred by the wife in connection with this cause.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the defendant pay the cost of this cause for which execution may issue.

BENSON TRIMBLE, JUDGE

8-2-78

APPROVED FOR ENTRY:

John B. Stark

JOHN B. STARK, Attorney
for Complainant

xc: Robert E. Hoyle

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IDENTIF. REFERENCE

MAY 29 1 17 PM '79

FELIX Z. WILSON - REGISTER
DAVIDSON COUNTY, TENN.

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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* Martha M. Hoyle *Plaintiff, and* Robert Ellsworth Hoyle *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* 29th *day of* May *in the year one thousand nine hundred and* Seventy-Nine *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddings, *D. C.*

Form #GR-117