6D-42060 6-11-1
Map 147-10 112B/1430
Par. 35

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

ANN RAINS IRWIN	]	BOOK 5470 PAGE 989
VS.	]	NO. 93758
GILBERT MARSHALL IRWIN, JR.	]	

D E C R E E

This cause came on to be heard on this the 4th day of June, 1979, before the Honorable Benson Trimble, Judge of Division IV, Circuit Court of Davidson County, Tennessee, upon the pleadings heretofore filed in this cause. Following the testimony of the plaintiff, statement of counsel, and from the entire record of this cause, the Court is of the opinion that such irreconcilable differences now exist between the parties as to make a continuation of the marriage not to the best interests of the parties or to society as a whole.

It is, therefore, ORDERED, ADJUDGED and DECREED that the plaintiff, Ann Rains Irwin, is awarded an absolute divorce from the defendant, Gilbert Marshall Irwin, Jr., and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. Plaintiff is restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the property settlement agreement entered into by and between the parteis is ratified by the Court and made a part of the final decree as follows:

IDENTIFICATION REFERENCE
JUL 25 11 33 AM '79
FELIX E. ... REGISTER
DAVIDSON COUNTY, TENN.
A 2 1 0 0

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT entered into by and between Ann Rains Irwin, hereinafter known as "Wife," and Gilbert Marshall Irwin, Jr., hereinafter known as "Husband;" and

WHEREAS, Wife has caused to be filed in the Fourth Circuit Court of Davidson County, Tennessee, a petition for absolute divorce styled Ann Rains vs. Gilbert Marshall Irwin, Jr., and bearing Docket No. 93758, and alleging, among other things, that such irreconcilable differences exist between the parties as to make a continuation of their marriage not to their best interests nor to the best interests of society as a whole; and

WHEREAS, the parties have no children, and at this time, desire to enter into a property settlement agreement pertaining to the disposition of their real and personal property, and with the understanding that said agreement will be submitted to the Court at the hearing of Wife's divorce petition, with the request that said agreement be made a part of the final decree of divorce, subject to ratification by the Court; the parties hereby agree as follows:

(1) Each party shall retain all of the personal property that they owned prior to their marriage, free and clear from any claim of any nature whatsoever thereon by the opposite party.

(2) Each party will be responsible for any and all debts made in their respective names.

(3) Husband will quitclaim to Wife all of his right, title and interest to the homeplace of the parties consisting of a house and lot located at 5034 Suter Drive in Nashville, Tennessee. Said property will hereinafter become the absolute property of the Wife, free and clear from any claim thereon by Husband. Wife shall assume the responsibility for the mortgage indebtedness against said property, and shall hold Husband harmless therefor. In addition thereto, all of Husband's right, title and interest

in and to the household furnishings located at said aforementioned homeplace shall hereinafter become the absolute property of the Wife, free and clear from any claim thereon by Husband.

(4) As alimony, Husband shall pay to Wife the sum of $100.00 per week, payable for six calendar months subsequent to the date of Wife's divorce hearing, or June 4, 1979, and shall be payable thereafter on Monday of each week for a period of six calendar months thereafter. At the expiration of the six month period, all alimony payments shall cease and Husband's responsibility for alimony payments shall be terminated.

(5) All of Wife's right, title and interest in and to a trailer and lot located at Eagle Creek in Benton County, Tennessee, and known as the "lake property" shall be divested out of Wife and awarded absolutely to Husband, free and clear from any claim thereon by Wife. Husband shall assume the responsibility for any mortgage indebtedness against said property and shall hold Wife harmless from any further responsibility thereon. All of the household furnishings located at said aforementioned trailer lot shall be divested out of Wife and awarded absolutely to Husband.

(6) The Chrysler New Yorker automobile that Wife normally drives and titled jointly in the name of both parties, shall hereinafter become the absolute property of the Wife. The 1976 Buick automobile that Husband normally drives shall become the absolute property of the Husband. Each party shall execute such documents and/or transfers of title as may be necessary to vest title in the respective automobiles in accordance with this agreement.

(7) Notwithstanding the provisions pertaining to household furnishings as set forth in Item 3, Husband shall have certain of his personal property located at the residence of the parties and consisting of the following items: one black recliner, his record player and record albums, a bookcase and the contents thereof, and metal cabinets located in the garage.

(8) Husband shall pay to Jack Norman, Jr., solicitor for Wife, the sum of $300.00, representing the balance of his attorney's fees for services rendered Wife in this cause. In addition thereto, Husband shall pay all costs of the cause.

THIS AGREEMENT constitutes a full and final settlement of all claims of any nature whatsoever that either party may have against the other, including but not limited to any rights that either may have in regard to alimony, laws of descent and distribution, or any and all claims of any nature whatsoever that one may have against the other.

THIS AGREEMENT entered into on this the 5 day of June, 1979.

Ann Rains Irwin
Ann Rains Irwin, "Wife"

Gilbert Marshall Irwin, Jr.
Gilbert Marshall Irwin, Jr., "Husband"

Barbara Vandercook
Witness to Wife's Signature

Witness to Husband's Signature

It is, therefore, ORDERED, ADJUDGED and DECREED that in accordance with Item (3) of the property settlement agreement, that all of defendant's right, title and interest in and to the homeplace of the parties located at 5034 Suter Drive, Nashville, Tennessee, as is now vested in defendant is divested out of defendant and said property is awarded absolutely to plaintiff in fee simple title. Plaintiff shall assume the responsibility for the current mortgage indebtedness against said property and shall hold defendant harmless from any further responsibility therefor. Said real property is more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 280 on the Plan of Caldwell Country Estates, Section 5, of record in Book 3300, page 16, Register's Office for said County, as follows:
>
> SAID Lot No. 280 fronts 95 feet on the southeasterly margin of Suter Drive and runs back 145.3 feet on the southwesterly line and 143.1 feet on the northeasterly line to a dead line measuring 85.1 feet thereon.
>
> Being the same property conveyed to Gilbert M. Irwin, Jr. and wife, Anne R. Irwin, by deed from Charles R. Sain and wife, Ruth N. Sain, of record in Book 4670, page 864, Register's Office, Davidson County, Tennessee.

It is further ORDERED, ADJUDGED and DECREED that plaintiff shall execute a quitclaim deed transferring her interest in the property located at Eagle Creek, Benton County, Tennessee, absolutely to defendant. Defendant shall assume the responsibility for any mortgage indebtedness in regard to said property and shall hold plaintiff harmless from any further responsibility therefor.

It is further ORDERED, ADJUDGED and DECREED that defendant shall pay to Jack Norman, Jr., solicitor for plaintiff, the sum of $300.00, representing the balance of his fee for services rendered plaintiff in this cause.

The defendant will pay the costs of this cause, for which execution may issue, if necessary.

Entered this 11 day of June, 1979.

/s/ Lenson Trimble
JUDGE

APPROVED FOR ENTRY:

/s/ Jack Norman, Jr.
Jack Norman, Jr., Attorney for Plaintiff

I certify that I have mailed a copy of this decree to Mr. Melvin Butler, attorney for defendant, 633 Stahlman Building, Nashville, Tennessee 37201, this 6th day of June, 1979.

/s/ Jack Norman, Jr.

112B/1430

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* Ann Rains Irwin *Plaintiff, and* Gilbert Marshall Irwin, Jr. *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* 25th *day of* July *in the year one thousand nine hundred and* Seventy-Nine *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Buttrey, *D. C.*

Form #GR-117