IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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CELIA ANN (HAYES) OTT)
)
VS.) NO. 95140
)
ROBERT JOSEPH OTT)

FINAL DECREE

This cause came on to be heard on the 29th day of June, 1979, before the Honorable Harry S. Lester, Judge, upon the Plaintiff's Complaint for Absolute Divorce, personal service of process on the Defendant, default judgment having been previously granted against the Defendant he having failed to appear and answer within the time allowed by law, Property Settlement Agreement executed by the parties, testimony of the Plaintiff, statement of counsel and the entire record in this cause, from all of which it appears to the Court that irreconcilable differences have arisen between the parties such that they are no longer able to live together as husband and wife and the Plaintiff should be and hereby is granted an Absolute Divorce from the Defendant on the ground of irreconcilable differences; further, that the parties have entered into a written Property Settlement Agreement with adequate and sufficient provisions for the custody and maintenance of the minor child of the marriage and for the equitable settlement of property rights between the parties.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that an Absolute Divorce be and the same is hereby granted to the Plaintiff, Celia Ann (Hayes) Ott, and the bonds of matrimony heretofore subsisting between the parties be and the same are hereby dissolved and the 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, executed by the Defendant on June 18, 1979 and by the Plaintiff on June 19, 1979, consisting of four (4) pages, a copy of which is hereto attached as Exhibit "A", is hereby approved and is incorporated as part of this Decree as though the same were copied herein verbatim.

IT IS, FURTHER, ORDERED, ADJUDGED AND DECREED that, pursuant to Paragraph 4 of the said Property Settlement Agreement, all right, title and interest in and to the real property and improvements thereon located at 227 Danyacrest Drive, Nashville, Davidson County, Tennessee, is hereby divested from the Defendant and vested solely in the Plaintiff.

IT IS, FURTHER, ORDERED, ADJUDGED AND DECREED that, pursuant to Paragraph 5 of said Property Settlement Agreement, all right, title and interest in and to the real property known as Lot #9, Chalet Village North Subdivision, Sevier County, Tennessee, is hereby divested from the Plaintiff and vested solely in the Defendant with the exception of the equity interest in said property to be retained by the Plaintiff as described in said Paragraph 5 of the Property Settlement Agreement.

IT IS, FURTHER, ORDERED, ADJUDGED AND DECREED that execution may issue, if necessary, should Defendant fail to pay the sums agreed upon in Paragraphs 10 and 12 of the said Property Settlement Agreement (Exhibit "A" herein) signed by the parties including all Court costs.

ENTERED this 29 day of June, 1979.

JUDGE

APPROVED FOR ENTRY:

LANCASTER & FARMER

BY: C. Alan Lancaster
C. ALAN LANCASTER
Attorney for Plaintiff
Suite 100, 4207 Lebanon Road
Hermitage, Tennessee 37076

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has b sent by U.S. Mail to Mr. Robert Joseph Ott, c/o Jolly Ox Restaurant, 1183 Murfreesboro Road, Nashville, Tennessee, 37217, this 29TH day of June, 1979.

C. Alan Lancaster
C. ALAN LANCASTER

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into by and between CELIA ANN (HAYES) OTT, hereinafter called "Wife", and ROBERT JOSEPH OTT, hereinafter called "Husband",

W I T N E S S E T H:

WHEREAS, there is now pending in the Second Circuit Court of Davidson County, Tennessee, Case No. 95140, wherein Wife is seeking a divorce from the Husband and the parties are desirous of settling certain issues and controversies in said case relating to the division of property, child custody and support, and visitation;

NOW, THEREFORE, in consideration of the terms, covenants and provisions hereinafter set forth, Wife and Husband agree as follows:

1. Wife shall have sole care, custody and control of the minor child of the parties. Husband shall be afforded visitation privileges at reasonable times with the said child, such visitations to take place at the child's residence with Wife present. Husband shall give reasonable notice to the Wife prior to the exercise of his visitation privileges.

2. Husband shall pay to the Wife, as maintenance and support for the minor child of the parties, the sum of One Hundred and No/100 ($100.00) Dollars per month through October, 1979; and, thereafter, beginning with the month of November, 1979, Husband shall pay to the Wife, for the support and maintenance of the parties' minor child, the sum of Two Hundred and No/100 ($200.00) Dollars per month. These payments are to commence immediately and are to be made directly to the Wife and shall terminate when the said child attains the age of eighteen (18) years.

3. Husband shall provide and keep in force, at his expense, hospitalization, medical and dental insurance coverage for the minor child of the parties.

4. All right, title and interest in and to the real property and improvements thereon located at 227 Danyacrest Drive, Nashville,

Davidson County, Tennessee, shall be divested from the Husband and vested solely in the Wife. Said real estate is more particularly described as follows:

A certain tract or parcel of land in Davidson County, Tennessee, described as follows: to-wit:

Map 85-7
Parcel 99
Ref. Book No. 3032-65014

BEING Lot No. 126 on the Plan of Stanford Country Club Estates, Section 3, of record in Book 2900, Page 67, Register's Office, Davidson County, Tennessee.

BEING the same property conveyed to R.J. Ott et ux, Celia Hayes Ott by deed from Dwight M. Treadway et ux, Emma S. Treadway, of record in Book 4890, page 912, Register's Office of Davidson County, Tennessee.

5. All right, title and interest in and to the real property owned by the parties as tenants by the entirety known as Lot No. 9, Chalet Village North Subdivision, Sevier County, Tennessee, shall be divested from the Wife and vested solely in the Husband with the exception of a One Thousand and No/100 ($1,000.00) Dollar interest in the equity in said real estate which the Wife is to retain and such amount shall not be payable until the said property is sold but will remain as a lien on said property until it is sold; further, interest shall accrue at the rate of five percent (5%) per annum on Wife's said equitable interest from January 1, 1980 until said property is sold, no interest is to accure if said property is sold prior to January 1, 1980. Said real estate is more particularly described as follows:

Land situated in District No. Eleven (11), of Sevier County, Tennessee, and being all of Lot #9, Chalet Village North Subdivision, as the same appears on a Plat of Record in the Sevier County, Tennessee Register of Deeds Office in Map Book 15, at Page 74, to which Plat reference is here made for complete description.

BEING the same property conveyed to Robert Joseph Ott et ux, Celia H. Ott by deed from Kaiser Aetna, a General Partnership, Gatlinburg, Tennessee, of record in Warranty Deed Book 254, Page 894, Register's Office for Sevier County, Tennessee.

6. Husband shall receive as his sole property the following: pinball machine, tools, tool box, weight bench, weights, old telephone, horn, camping gear, lamp, file cabinet, sailor, washer, bar glasses, his books, bumper pool table. All of the remaining household furnishings, furniture, appliances and personalty shall be vested solely in the Wife.

7. Husband shall be solely responsible for payment of the balances owing on the note with Third National Bank in Nashville and the accounts with Sears, Roebuck & Company, and he shall indemnify and hold the Wife harmless for payment of these debts.

8. The 1974 Datsun stationwagon shall become the Wife's exclusive property and Husband agrees to execute the necessary documents and instruments to effect change of title from their joint names to that of the Wife.

9. Wife shall be solely responsible for the balance of the indebtedness owing on the first mortgage to Mortgage Associates, Inc. for the property at 227 Danyacrest Drive, Nashville, Tennessee; and Husband shall be solely responsible for payment of the balance of the indebtedness owing on the property known as Lot No. 9, Chalet Village North Subdivision, Sevier County, Tennessee. Each shall indemnify and hold the other harmless for payment of these respective debts.

10. Husband agrees to pay one-half ($175.00) of Wife's attorney's fee.

11. Each of the parties shall, from time to time, at the request of the other, execute, acknowledge, and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this agreement.

12. Husband agrees to pay the Court costs in this cause.

13. In consideration of this Agreement, Husband and Wife hereby release one another and their heirs, executors, administrators and assigns, property and estate, from any and all rights of every kind and character for past and future support and maintenance of the Wife, homestead rights, dower rights, curtesy, inheritance, dissent, distribution,

alimony, rights of election against the other's Will, and from all other rights, claims, demands and obligations of every kind and character arising out of or by virtue of the marital relation of the parties, except matters involving child support and except as is expressly provided for in this agreement, and each party is forever barred from having or asserting any such right, claim, demand or obligation at any time hereafter, except that the parties may assert all rights that are given under this Agreement and all rights regarding child support as provided by law.

14. The parties acknowledge that they have read this instrument in its entirety and have signed it freely and voluntarily without duress or coercion.

15. This Agreement shall be exhibited to the Court at the final hearing of this cause and the substance of numbered paragraphs 1 through 13 shall be incorporated, to the extent approved by the Court, in the decree of the Court in the event the Court grants the Wife a divorce.

IN WITNESS WHEREOF, this Agreement has been executed on the 19th day of June, 1979 by the Wife; and on the 18th day of June, 1979 by the Husband.

Celia Ann Hayes Ott
CELIA ANN (HAYES) OTT

Marilyn L. Coleman
WITNESS

Robert Joseph Ott
ROBERT JOSEPH OTT

WITNESS

F. 44017

IDENTIF. REFERENCE

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FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TENN.

6-29-79
118 B/1309

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~~ 2 Xerox Copies *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Celia Ann Hayes ett *Plaintiff, and* Robert Joseph Ott *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* 3rd *day of* July *in the year one thousand nine hundred and* 79 *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L Dyer, *D. C.*

Form #GR-117