1128 1340

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SARA K. (HALL) CHRISTIANS,
Complainant

vs.

M.E. CHRISTIANS,
Defendant

NO. 93428

Mrp 102-12
Par 7 Jd

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F I N A L D E C R E E

This cause came on to be heard on the 1st day of June, 1979 before the Honorable Benson Trimble, Judge, upon the complaint for absolute divorce filed by Sara K. (Hall) Christians, personal service of process upon the defendant, M.E. Christians, default judgment being heretofore granted against the defendant, subsequent agreement by the parties and an anouncement to the court that the matter would be tried uncontested on the grounds of irreconcilable differences, submission to the court of a property settlement agreement heretofore entered into by and between the parties and tendered to the court for approval, testimony of the Complainant in open court, statement of counsel and the entire record in this cause. From all of which it appears to the court that irreconcilable differences exist between the parties pursuant to Tennessee Code Annotated Section 36-801 et seq., as amended 1977. It further appears to the court that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of property rights between the parties.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court that the bonds of matrimony heretofore subsisting between the parties be

and the same are hereby forever and perpetually dissolved, and that the Complainant, Sara K. (Hall) Christians, is granted an absolute divorce from the Defendant and she is restored to all the rights and privileges of an unmarried person.

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that the property settlement agreement signed by the parties, dated the 31st day of August, 1978 is approved and shall be incorporated herein by reference as though setforth verbatim, and a true and accurate copy is attached hereto.

The cost of this cause are taxed against the Defendant, M.E. Christians, for all of which execution may issue, if necessary.

ENTERED this ____ day of _____, 1979.

JUDGE

APPROVED FOR ENTRY:

BY: J. Michael Jacobs 6-7-79
J. MICHAEL JACOBS
Attorney for Complainant

RECORDER'S MEMO:
[illegible] This
[illegible]

C E R T I F I C A T E

I certify that a copy of the foregoing decree has been mailed to M.E. Christians 6th F.A.S.C., F.P.O., San Francisco, California 96602 on the 5 day of June, 1979.

J. Michael Jacobs
J. MICHAEL JACOBS

PROPERTY SETTLEMENT AGREEMENT

This agreement made and entered into by and between M.E. Christians, hereinafter called HUSBAND and Sara K.(Hall) Christians, hereinafter called WIFE.

WHEREAS, certain difficulties have arisen between the parties which have caused them to determine that they can no longer continue the marriage relation, and it is the desire of both parties to finally and for all time to determine and settle their property rights, all rights of support and maintenance and alimony all dower, and homestead rights, together with any and all other rights existing between the parties growing out of their marital relationship.

NOW THEREFORE, for and in consideration of the mutual promises herein made and the acts to be performed, the parties agree as follows:

THAT the HUSBAND is to receive the house and lot located at 6604 Fleetwood Drive, Nashville, Tennessee, which the parties own and all right, title and interest in and to said property, subject to a first and second mortgage thereon, shall be divested from WIFE and vested in HUSBAND. That said realty is more particularly described as follows:

> Being Lot No. 66 on the plan of Horton Heights, Section X, as of record in Book 2133, page 32, Register's Office for Davidson County, Tennessee.
>
> Said Lot fronts 170 feet on the northwesterly side of Fleetwood Drive and runs back 180.9 feet on the northeasterly line and 300 feet on the southwesterly line to a dead line in the rear on which it measures 209.2 feet.

That the HUSBAND shall hold the WIFE harmless from the aforementioned indebtedness and the WIFE shall upon request execute and deliver a deed conveying all her right, title and interest.

THAT the WIFE is to receive the 1973 Mazda RX3 automobile, and all right, title and interest in and to said vehicle shall be divested from HUSBAND and vested in WIFE.

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

THAT the HUSBAND is to receive the 1963 M.G. which the parties now own, and all right, title and interest in and to said automobile shall be divested from WIFE and vested in HUSBAND.

THAT the HUSBAND will name the parties minor child, [illegible], Christ for Joe Christians, as beneficiary of all life insurance policies in effect on the life of the HUSBAND, and is to maintain same in full force and effect by payment of the premiums and that the HUSBAND will maintain medical insurance on the minor child.

THAT the HUSBAND and WIFE agree that no periodic alimony payments shall be made by the HUSBAND, but child support shall be monthly as hereinafter provided.

THAT the WIFE shall receive the custody of the minor child, and the HUSBAND shall have the right to see and be with said child at all reasonable times and places.

THAT the HUSBAND shall pay to the WIFE, for the support and education of the minor child, the sum of Two Hundred Fifty ($250.00) per month, beginning September 1, 1978 until the minor child reaches his eighteenth birthday.

It is agreed that each party shall retain the items of personal property each brought to the marriage.

THAT the HUSBAND will pay the WIFE'S attorney of record a fee of Two Hundred Fifty ($250.00) for professional services rendered in this cause.

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.

The parties agree that if either of them is hereafter granted a divorce, either party may incorporate the present agreement in the divorce decree to become enforceable by order of the Court.

It is further agreed and understood that this agreement is intended to be a final settlement of the property rights of the

respective parties and is a full discharge of the HUSBAND from all other claims arising out of their marital relations and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitations, by way of dower, courtesy, statutory allowance, homestead rights, military retirement, right to take against the will of the other, inheritance, dissent or distribution, alimony and support, right to act as administrator or executor of the other's estate and this agreement applies to all property now owned by HUSBAND and WIFE and any property that either of them may acquire in the future.

The WIFE acknowledges that the provisions in this agreement are fair, adequate and satisfactory to her and accepts them in full and final settlement of all claims and demands for alimony and fully discharges the HUSBAND from all such claims and demands except as provided in this agreement.

It is further understood and agreed by and between the parties that this property settlement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. The provisions in this agreement and their legal effects have been fully explained to each of the parties and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the said parties have read this instrument and have familiarized themselves with its contents and signed and exeucted this instrument on the 31 day of August, 1978.

Sara K. Hall Christians
SARA K. (HALL) CHRISTIANS

M. E. Christians
M.E. CHRISTIANS

RECORDER'S MEMO:
Legibility of Writing, Stamping or Printing in This Document Unsatisfactory when Received.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

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PERSONALLY appeared before me, the undersigned, a Notary Public in and for said County and State, the within named M.E. CHRISTIANS, one of the bargainors, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this the 31 day of August, 1978.

NOTARY PUBLIC

My Commission Expires:

2-18-80

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This
Document Unsatisfactory When Received

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

PERSONALLY appeared before me, the undersigned, a Notary Public in and for said County and State, the within named SARA K.(HALL) CHRISTIANS, one of the bargainors, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this the 31 day of August, 1978.

NOTARY PUBLIC

My Commission Expires:

2-18-80

3494 [illegible] CHECK

F-45740

IDENTIF. REFERENCE

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AUG 13 11 04 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

6-1-79 112B/1340

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* Sara K (Hall) Christian *Plaintiff, and* M.E. Christian *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* 10th *day of* Aug *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