Map 50-15
Parcel 42

Map 5

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

BOOK 5484 PAGE 444

LOIS WHITE GRIMES	)	
	)	
-VS-	)	NO. 92176
	)	
JAMES ELLIS GRIMES	)	

FINAL DECREE

This cause came on to be heard on this the 9th day of February, 1979, before the Honorable ~~Benson Trimble~~ John Tune, Special, Judge of the Fourth Circuit Court for Davidson County, Tennessee; upon the original petition filed in this cause, Answer filed by the Defendant, and the Agreed Order filed in this cause transferring this action from the contested docket to the uncontested docket.

Whereupon it appearing to the Court from the statement of counsel representing plaintiff; and upon the entire record; from all of which it appeared that the plaintiff, Lois White Grimes, is entitled to an absolute divorce from the defendant on the grounds of irreconcilable differences, and restored to all the rights and privileges of an unmarried person.

It further appeared to the Court that the parties have entered into a Property Settlement Agreement, to-wit:

"This Agreement made and entered into on this the 12th day of October, 1978, by and between LOIS WHITE GRIMES, hereinafter referred to as "Wife" and JAMES ELLIS GRIMES, hereinafter referred to as "Husband", both residents of Davidson County, Tennessee.

W I T N E S S E T H

WHEREAS, the parties hereto have been married since July 20, 1974, and there have been no children born to this union.

WHEREAS, the parties agree that certain irreconcilable differences have arisen between them causing them to separate and live apart and each state that it is their mutual desire that their marriage be terminated by divorce; and,

WHEREAS, the parties desire to enter into an agreement with regard to their personal property and to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth, and other good and valuable consideration, the parties agree as follows:

1. EFFECTIVE DATE. This agreement shall become binding upon the parties and their respective legal representatives, upon execution of the said agreement and possession of personal property given on October 12, 1978 pursuant to provisions hereinafter enumerated.

2. DIVISION OF PROPERTY. The parties have agreed upon an equitable division of all property owned and possessed by them during their marriage. All property now in the possession of the Wife shall constitute the property of the Wife, and the Husband shall release all rights he might otherwise have therein. All property now in the possession of the Husband shall constitute the property of the Husband, and the Wife shall release all rights she might otherwise have therein. After this date, each party shall have all rights of ownership of his or her property free of any claim or right of the other party, as if the marriage between them had never taken place.

The certain real property owned by parties, located at 3246 Moorewood Drive and described as follows:

> Land in Davidson County, Tennessee being Lot No. 236 on the Plan of Parkwood Estates Section II, of record in Book 3300, page 5, and amended in Book 3281, page 534, Register's Office for said County.
>
> Said Lot No. 236 being a corner lot, fronts 123 feet on the northerly margin of Spears Road and 100 feet on the easterly margin of Moorewood Drive said frontages joined by a curve of 39.27 feet and extends back 150 feet on the easterly line and 162.7 feet on the northerly line to a point.
>
> Being the same property conveyed to James E. Grimes and wife, Lois W. Grimes, by deed from William L. Taylor and wife, Ollie T. Taylor, of record in Book 5123, page 370, Register's Office for Davidson County, Tennessee,

shall be the sole and separate property of the Husband. The Husband shall be responsible for any and all obligations of said property and shall hold the Wife harmless of any and all obligations arising from said property.

3. DEBTS. The parties agree that debts incurred by the Wife shall be her indebtedness and debts incurred by the Husband shall be his indebyedness. Neither party will incur any indebtedness upon the credit of the other.

4. Each party shall, at any time, and from time to time hereafter take any and all steps to execute, acknowledge and deliver to the other party, any and all instruments and assurances that the other may reasonably require for the purpose of giving full force and effect to the provisions of this agreement.

IN WITNESS WHEREOF, the parties have read this instrument, discussed it with counsel, and familiarized themselves with its contents, signed and executed this instrument on this the 12th day of October, 1978.

SIGNED: LOIS WHITE GRIMES

SIGNED: JAMES ELLIS GRIMES, Nov. 16, 1978

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff, Lois White Grimes, be and she is hereby granted an absolute and final divorce from the defendant, James Ellis Grimes, and restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Property Settlement Agreement entered into by the parties is ratified and confirmed, and made the order of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that all the Wife's right, title and interest in and to the real property more fully described in the Property Settlement Agreement shall be divested out of her and vested in the Husband.

The costs of this cause are adjudged against the plaintiff, for which execution may issue.

John Turne
~~BENSON TRIBBLE, JUDGE~~
John Turne, Special Judge

APPROVED FOR ENTRY:

William D. Castleman

William D. Castleman
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F 4 7 0 5 9
IDENTIFICATION REFERENCE
Aug 20 9 24 AM '79
FELIX A. DAVIDSON, COUNTY TRUSTEE
DAVIDSON COUNTY, TENN.

MB 111B - 1163 # 92176 2-28-79

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* Lois White Grimes, *Plaintiff, and* James Ellis Grimes *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* 20 *day of* August *in the year one thousand nine hundred and* 79 *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By H Ezell *D. C.*