11-23-79
24C/1852

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Book 5192, Page 87
Map 51-14, Parcel 48

DEBORAH CAROL HANNAH,

Original Plaintiff and Counter-Defendant,

VS.

GEORGE THOMAS HANNAH,

Original Defendant and Counter-Plaintiff.

BOOK 5487 PAGE 556

NO. 94772

FINAL DECREE

This cause came on to be heard on the 23rd day of July, 1979, before the Honorable James M. Swiggart, Judge of the Sixth Circuit Court for Davidson County, Tennessee, on counter-plaintiffs' Counter-Complaint for Absolute Divorce and Property Settlement Agreement signed by the counter-plaintiff and counter-defendant. After statement of counsel and testimony of counter-plaintiff, the Court finds as a matter of fact that the parties have irreconcilable differences, and

It is, therefore, ORDERED by the Court that the counter-plaintiff, George Thomas Hannah, be and is hereby awarded an absolute divorce from the counter-defendant, Deborah Carol Hannah, and the bonds of matrimony heretofore subsisting between the parties are forever and perpetually dissolved and the counter-plaintiff is restored to all the rights and privileges of an unmarried person.

And it further appearing to the Court that the parties hereto have entered into a Property Settlement Agreement, which is stated as follows:

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 5487 PAGE 557

DEBORAH CAROL HANNAH, Original Plaintiff and Counter-Defendant, VS. GEORGE THOMAS HANNAH, Original Defendant and Counter-Plaintiff.	)	NO. 94772

PROPERTY SETTLEMENT AGREEMENT

The parties to this Agreement are DEBORAH CAROL HANNAH, and GEORGE THOMAS HANNAH, who were married on February 7, 1975, in Davidson County, Tennessee, and to which marriage there have been born two children, Lisa Lee Hannah, three years of age,and Michael Thomas Hannah, one year of age. The parties have determined that they have irreconcilable differences upon which they cannot reconcile and upon which a divorce should be granted.

The parties have accumulated certain real estate and personal property and the parties have agreed to what each feels under the circumstances is an equitable division thereof. There are also certain indebtednesses upon which the parties have reached an agreement, all of which is subject to the approval of this Court at the final hearing of this cause.

The original Complaint for Absolute Divorce was filed on January 4, 1979. The Answer and Counter-Complaint were filed March 21, 1979. The parties understand that the Counter-Complaint for Absolute Divorce filed by George Thomas Hannah must have been filed in the Circuit Court Clerk's Office for a total of ninety days before it can be heard, and the parties have agreed that they do, in fact, have irreconcilable differences and that the counter-plaintiff George Thomas Hannah, may proceed to obtain an absolute divorce, and they have agreed upon all matters hereinafter stated.

The original plaintiff, Deborah Carol Hannah, shall hereinafter be referred to as Wife, and the counter-plaintiff, George Thomas Hannah, shall hereinafter be referred to as Husband.

1. The Husband will obtain an absolute divorce on the ground of irreconcilable differences.

2. The Husband shall maintain custody of the parties' two minor children, Lisa Lee Hannah and Michael Thomas Hannah, with the following specific visitation privileges afforded the Wife:

a) Every other weekend from 9:00 a.m on Saturday until 6:00 p.m. on Sunday.

b) A two-week period of time during the summer, which two weeks shall not necessarily be consecutive.

c) A seven-day period sometime during the Christmas Holiday vacation season, the exact time and dates of which are to be agreed upon by the parties.

d) The children's birthdays in alternate years.

e) The following holidays alternately and in alternate years: 4th of July beginning in 1979, Thanksgiving, Christmas Eve, Christmas Day, and Easter.

f) And at other reasonable times and places as the parties may agree.

However, with regard to said visitation privileges afforded the Wife, the Wife shall remain under a permanent restraining order prohibiting and preventing her from exercising any visitation privileges with the minor children while the Wife may be using, under the influence of, have in her possession, or have anyone else present with her who may be using, under the influence, or have in their possession any non-prescription, illegal, mind or mood altering drugs, as listed in the drug schedules of the Tennessee Drug Enforcement Act.

3. Wife shall relinquish all right, title and interest that she may have to the house and lot at 4513 Graycroft Avenue, Nashville, Davidson County, Tennessee, and any interest the Wife may have in said tract of real estate will be divested out of her and vested in the Husband for his sole and separate use, and the Husband

shall hold the Wife harmless for any and all remaining mortgage indebtednesses on said house and lot, a better description of which is as follows, and said description is contained in Book 5192, page 87, Davidson County Register's Office, Map 51-14, Parcel 48.

> Land in Davidson County, Tennessee, being Lot No. 238 on the Plan of Section 7, Gra Mar Acres, of record in Book 2331, page 80, said Register's Office, to which plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to Roy L. Barnes and wife, Rose Mary Barnes, by deed from Joe M. Haynes and wife, Barbara J. Haynes of record in Book 4146, page 737, said Register's Office.

4. The Husband shall assume responsibility and payment for all joint indebtednesses owed by the parties which were in existence at the time of the separation of the parties on December 2, 1978.

5. The Husband and Wife each will maintain all personal property presently in their respective possessions and any interest the Husband may have in the personal property presently in the possession of the Wife will be divested out of him and vested in the Wife for her sole and separate use. Any interest the Wife may have in the personal property presently in the possession of the Husband will be divested out of her and vested in the Husband for his sole and separate use.

6. The Wife's obligation of making regular child support payments will be held in abeyance at this time. The Husband and Wife agree that each will be responsible for payment of their respective attorney's fees.

7. The Husband agrees to pay all court costs incurred in this cause.

8. It is understood and agreed between the parties that this Agreement shall be introduced in any divorce action prosecuted by either of them and submitted to the Court for ratification and incorporation into the Final Decree of Divorce.

9. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property

rights of the respective parties hereto and is a full discharge of Husband from all other obligations to support Wife and a discharge from all other claims arising out of their marital relationship, 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 on the other's property, including wihtout limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, alimony and support, or 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, or any property that either of them may acquire in the future.

10. It is understood and agreed between the parties that, from the date of execution of this Agreement, neither will contract any indebtedness upon the credit of the other, and that if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

12. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily and with advice of counsel.

Deborah Carol Hannan
DEBORAH CAROL HANNAN

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Sworn to and subscribed before me this 20 day of July, 1979.

Michael D. Russell
NOTARY PUBLIC

My Commission Expires: 8-25-81

George Thomas Hannah
GEORGE THOMAS HANNAH

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Sworn to and subscribed before me this 20th day of July, 1979.

Martha C. Tallent
NOTARY PUBLIC

My Commission Expires: 4-17-83

The Court finds that the foregoing Property Settlement Agreement is proper in all respects, and

It is further ORDERED by the Court that the Property Settlement Agreement heretofore entered into by the parties to this cause is in all things ratified, approved and confirmed by the Court, and is made a part of this Decree for all purposes contained therein.

It is further ORDERED by the Court that the costs of this cause be and are hereby adjudged against the counter-plaintiff for which let execution issue, if necessary.

Enter this 23rd day of July, 1979.

JAMES M. SWIGGART, JUDGE

APPROVED FOR ENTRY:

JOE P. BINKLEY, JR.
Attorney for Counter-Plaintiff

C E R T I F I C A T E

I hereby certify that a true and exact copy of the foregoing Final Decree has been forwarded to Mr. John M. L. Brown, Attorney for Counter-Defendant, 214 Third Avenue, North, Nashville, Tennessee 37201 this 23rd day of JULY, 1979.

JOE P. BINKLEY, JR.

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IDENTIF. REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

24 c/ 1852

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* Deborah Carol Hannah *Plaintiff, and* George Thomas Hannah *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* 21st *day of* August *in the year one thousand nine hundred and* seventy-nine *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By J. Hutson, *D. C.*

Form #GR-117