Map 90-12
par 128 Tk

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

90-12
129 Tk

DENNIS W. CONRAD,)
)
Plaintiff,)
)
VS.) NO. 94725
)
BARBARA ANN HARBIN CONRAD,)
)
Defendant.)

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FINAL DECREE

This cause came on to be heard on 20th day of July, 1979, before the Honorable Harry S. Lester, Judge of the Second Circuit Court for Davidson County, Tennessee, upon plaintiff's complaint for absolute divorce, judgment by default heretofore entered against the defendant, testimony of plaintiff in open Court, the Property Settlement Agreement entered into between the parties, statement of counsel and the entire record herein, from all of which the Court finds that irreconcilable differences have arisen in the marriage of the parties, and that the plaintiff should be granted an absolute divorce.

It further appeared to the Court that the Property Settlement Agreement was executed by the parties on December 29, 1978, and the terms of said agreement are reasonable and proper and should be fulfilled by the parties.

It is, therefore, ORDERED, ADJUDGED AND DECREED by the Court that plaintiff, Dennis W. Conrad, be, and he is hereby granted an absolute divorce from the defendant, Barbara Ann Harbin Conrad, and the parties are hereby restored to all the rights and privileges of unmarried persons.

It is, further, ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement dated December 29, 1978, which was presented to the Court be, and the same is hereby, ratified, approved and incorporated herein as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into on this 29th day of December, 1978, by and between BARBARA ANN CONRAD, hereinafter referred to as "Wife", and DENNIS W. CONRAD, hereinafter referred to as "HUSBAND", in accordance with the following terms and conditions:

W I T N E S S E T H :

WHEREAS, the parties have been having marital difficulties in the past, with the result being that divorce proceedings are to be instituted in Davidson County, Tennessee, by Husband against Wife on the date of the execution of this instrument; and

WHEREAS, it is the decision of the parties to amicably settle their differences with respect to all property rights, and to enter into a contract for the settlement of such rights, not only for the present, but for the future; it being their intention that said Agreement will be effective with reference to all of their property and other matters of concern irrespective of whether a divorce is finally concluded between the parties.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. Each of the parties has given full and mature thought to the making of this Agreement and all of the obligations assumed by the other party are assumed with the express understanding that they are in full satisfaction of all obligations which each of said parties has toward the other.

2. The parties own a vacant parcel of real property adjacent to the residence owned by Husband. It is mutually agreed between the parties that all right, title and interest

in and to said vacant lot be divested out of Wife and vested solely in Husband. Said vacant lot is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 187 on the Plan of Charlotte Park, Section 2, as of record in Book 2663, Pages 22 and 23, Register's Office for said County, described as follows:
>
> Said Lot No. 187 fronts 75.0 feet on the southeasterly side of Annex Avenue and extends back 201.0 feet on the northeasterly line and 98.0 feet on the southwesterly line, to an irregular line in the rear on which it measures 127.4 feet.
>
> Being the same property conveyed to Dennis W. Conrad and wife, Barbara Ann Conrad, of record in Book 5204, Page 650, said Register's Office.
>
> This conveyance is subject to restrictions, easements, setback lines, and conditions of Owner's Certificate, of record in Book 2689, Page 38, and as shown on Plan of Record in Book 2663, Pages 22 and 23, and to the rights, conditions, obligations, and restrictions regarding use of a sewage system, stated in agreement between Consolidated Developments, Inc., and City of Nashville, of record in Book 2593, Page 566, Register's Office for Davidson County, Tennessee.

Husband owns a residence located at 504 Annex Avenue, Nashville, Davidson County, Tennessee. It is mutually agreed between the parties that any right, title and interest Wife may have in said property be divested out of Wife and vested solely in Husband. Said property is more particularly described as follows:

> Being Lot No. 186 on the Plan of Charlotte Park Subdivision, Section II, as of record in Book 2663, page 23, Register's Office for said County.
>
> Being the same property conveyed to Dennis W. Conrad, unmarried, by deed from Henry C. Tinnell and wife, Katherine Ann Tinnell, which deed is recorded in Book 5105, page 628, Register's Office for Davidson County, Tennessee.

3. Both Wife and Husband own motor vehicles titled in the name of each. Wife will retain ownership of her 1973 Plymouth automobile, and Husband will retain ownership of his 1976 Ford van.

4. The parties agree that they will file a joint return with Internal Revenue Service for 1978 and that the refund, if any, will be divided equally between the parties.

5. Wife shall retain all right, title and interest in and to the personal possessions which she owned at the time of the marriage of the parties as well as any personal possessions she has acquired since the marriage. The major items of household furnishings and equipment owned by Wife include, but are not limited to, the following: boy's bed, chest of drawers, couch, color T.V., dinette set, portable dishwasher, two end tables, coffee table, miscellaneous books, and a washer and dryer.

6. The washer and dryer mentioned in the preceding paragraph were sold to Wife on a conditional sales contract by Western Auto. Husband agrees to hold Wife harmless on said debt and agrees to pay the outstanding balance in the approximate amount of $175.00.

7. Husband agrees to pay Wife as alimony the sum of $300.00 on the date of the signing of this Agreement, an additional $300.00 on the date Wife vacates the home owned by Husband and additionally a third payment in the amount of $400.00 on the date of the rendition of an absolute divorce for Husband, if and when Husband is granted a divorce.

8. Husband shall pay all Court costs arising from the aforementioned divorce proceedings in Davidson County, Tennessee.

9. It is mutually agreed and understood between the parties, as part of the consideration for the execution of this instrument, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms contained in this Agreement.

10. It is understood and agreed that this Settlement Agreement is entered into without undue influence, fraud, collusion or misrepresentation for any reason not stated herein.

The provisions of 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and date first written.

s/Barbara Ann Conrad
BARBARA ANN CONRAD, WIFE

s/Dennis W. Conrad
DENNIS W. CONRAD, HUSBAND

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, the within named bargainors, Barbara Ann Conrad and Dennis W. Conrad, with whom I am personally acquainted and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 29th day of December, 1978.

s/John R. Cheadle
NOTARY PUBLIC

My Commission Expires:

2-10-79

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

Harry S. Lester
HARRY S. LESTER, JUDGE

APPROVED FOR ENTRY:

Enter This 23 Day of July 1979

John R. Cheadle
JOHN R. CHEADLE, SR.
Attorney for Plaintiff
515 Stahlman Building
Nashville, Tennessee 37201

cc: Barbara Ann Conrad
c/o Mr. J. L. Hudgens
1816 Elizabeth Avenue
Nashville, Tennessee 37218

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John R. Cheadle
Stahlman Bldg.
Nashville, Tenn
37201

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IDENTIF. REFERENCE

AUG 23 3 30 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

94725 118C/1614

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* ~~exact transcript~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* DENNIS W. CONRAD *Plaintiff, and* BARBARA ANN HARBIN CONRAD *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* 23rd *day of* August *in the year one thousand nine hundred and* seventy-nine *and in the* two hundred fourth *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By W. L. Rowland, *D. C.*

Form #GR-117