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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

PATRICIA PACE)
) 5514 PAGE 494
VS.) NO. 88619
)
)
WILEY PACE)

FINAL DECREE

This cause came on to be heard on this 12th day of December, 1978, before the Honorable Benson Trimble, Judge, upon the original bill of divorce filed herein, the pro confesso taken against the defendant and the entire record from all of which the Court is of the opinion and finds that the complainant has made out her case as charged, to wit: that such irreconcilable differences have arisen between the parties as to make further cohabitation impossible; the Court further finds that the parties have entered into a property settlement agreement which the Court finds to be fair and reasonable, said property settlement agreement is hereinafter recited verbatim. The Court further finds that the complainant is entitled to an absolute divorce from the defendant.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing and subsisting between the complainant and the defendant are here and now forever and perpetually dissolved and the complainant is awarded an absolute divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the property settlement entered into by and between the parties is hereby made an Order of this Court. Said property settlement agreement is as follows:

PROPERTY SETTLEMENT AGREEMENT

This agreement made and entered into this 3rd day of September, 1977, by and between Wiley E. Pace, hereinafter referred to as the husband and Patricia W. Pace, hereinafter referred to as the wife.

WHEREAS, the parties hereto are husband and wife, but irreconcilable differences have arisen between the parties and there is pending in the Fourth Circuit Court of Davidson County, Tennessee, a complaint for divorce, filed by the wife, being rule number 88619, and it appearing that there is little likelihood of the parties becoming reconciled, it is to the best interest of the parties and their minor children that an agreement be reached as to custody of the parties minor children, support and maintenance for said children and the wife and the division of the property accumulated by the parties during the marriage.

For and in consideration of the mutual promises made herein, and other good and valuable considerations, the receipt of which is hereby acknowledged, by each of the parties, it is agreed and understood as follows:

1. That the wife shall have the care, custody and control of the parties minor children, with visitation rights reserved to the husband at any and all times that are reasonable, proper and convenient to each of the parties and to said children.

2. That the husband shall pay to the wife, as child support, the sum of $400.00 per month.

3. That the husband shall pay to the wife, as alimony, the sum of $220.00 per month until the balance due the Tennessee Telco Credit Union on said automobile is paid in full, at which time the amount of alimony shall be increased to $350.00 per month. The husband agrees not to further encumber said automobile by additional mortgage at said credit union or elsewhere.

4. The husband will convey to the wife all his right, title and interest in and to the house and lot at 4056 Coleridge Drive, Antioch, Davidson County, Tennessee, subject to the mortgage thereon to Noel Palmer Mortgage Company, Inc. Said property is described as follows:

> Land in Davidson County, Tennessee, being Lot No. 184 on the Plan of Colewood Acres, Section III, as of record in Book 4175, page 45, Register's Office for said County.
>
> Said Lot No. 184 fronts 80 feet on the northerly side of Coleridge Drive and extends back 209.5 feet on the westerly line and 200.40 feet on the easterly line, to a dead line in the rear on which it measures 70.50 feet

Being the same property conveyed to Wiley E. Pace and wife, Patricia W. Pace by deed from James M. Lawrence and wife, Betty H. Lawrence of record in Book 4390, page 281, Register's Office for Davidson County, Tennessee.

5. That the husband will convey to the wife all his right, title and interest in and to the parties 1976 Ford LTD automobile and will continue to make the monthly payments to the Tennessee Telco Credit Union on the payroll deduction plan until paid in full.

6. That the wife will convey to the husband all her right, title and interest in and to a certain unimproved parcel of real estate in Sevier County, Tennessee, known as Lot 31A, Section 27, English Mountain Subdivision, near Gatlinburg, Tennessee, and recorded in Map Book 14, page 22, said Register's Office.

7. That the husband shall retain as his property absolutely, the bar and bar stools, stereo, tools, Polaroid camera and his personal belongings.

8. That the wife shall retain as her property absolutely, the furniture, furnishings, and household goods contained in the residence at 4056 Coleridge Drive, Antioch, Tennessee, with the exception of one bed, one chair, one lamp, some cooking and eating utensils and some towels and linens, all to be agreed upon by the parties.

9. That the husband will maintain the parties minor children as beneficiaries on the group medical, hospitalization and dental insurance program through is place of employment.

10. That the husband agrees to pay all medical and dental expenses for the parties minor children not covered by insurance.

11. That the husband agrees to maintain the parties minor children as beneficiaries on the group life insurance policy issued by his employer, until the youngest child has completed his college education or both children have elected not to attend college.

12. That the cemetary lots owned jointly by the parties at Harpeth Hills Memory Garden shall be divided equally between the parties.

13. That it is agreed and understood that this

settlement agreement shall be included in any Order of divorce entered in termination of the marriage existing between the parties.

14. That each of the parties agree to execute any and all assignments, deeds, contracts or other instruments necessary to effect the purposes of this agreement.

15. That the husband will pay all court costs and attorney's fees incident to this proceeding.

/s/ Wiley E. Pace
Wiley E. Pace, Husband

/s/ Patricia W. Pace
Patricia W. Pace, Wife

All of which is ORDERED, ADJUDGED AND DECREED and for which judgment is given and execution may issue if necessary.

/s/ Benson Townes
JUDGE

1-30-78

APPROVED FOR ENTRY:

Thomas O. H. Smith, Jr.
Attorney for Complainant

I hereby certify that I have mailed a copy of the foregoing Final Decree to Wiley E. Pace, Century Plaza Building, 2000 Richard Jones Road, Nashville, Tennessee, 37215, on this 25th day of January, 1978.

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IDENTIF. REFERENCE BOOK 5514 PAGE 498

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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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* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Patricia Pace *Plaintiff, and* Wiley Pace *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* 16th *day of* October *in the year one thousand nine hundred and* seventy-nine *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*

Form #GR-117