IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

12-31-79
148A/384

BOOK 5565 PAGE 93

MARY KATHERINE HEDGEPATH)

VS.) NO: 83951

HERMAN O. HEDGEPATH)

163-169
163-139

FINAL DECREE

This cause came on to be heard on this the 16th day of October, 1979, before the Honorable Hamilton Gayden, Judge of the First Circuit Court of Davidson County, Tennessee, upon the Original Complaint and Answer, and at the regular call of the docket, the attorney for the Defendant announced that he was withdrawing his Answer, the parties having agreed on a Property Settlement Agreement, and after testimony in open court and the entire record in this cause, from all of which the Court is of the opinion that the parties have irreconcilable differences, and as a result, can not continue to cohabitate as husband and wife.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff, Mary Katherine Hedgepath, be and is hereby granted an absolute divorce from the Defendant, restoring all the rights and privileges of an unmarried person to her.

IT IS, FURTHER, ORDERED, ADJUDGED AND DECREED that the following Property Settlement Agreement entered into between the parties, be incorporated into this Final Decree which is as follows:

PROPERTY SETTLEMENT AGREEMENT

This Agreement made and entered into this the 16th day of October, 1979, by and between Mary Katherine Hedgepath, hereinafter called the "Wife", and Herman O. Hedgepath, hereinafter called the "Husband".

W I T N E S S E T H

WHEREAS, the parties have encountered marital differences which are irreconcilable, and

WHEREAS, the parties hereto are mutually desirous of adjusting certain real property and personal property rights between themselves, and

WHEREAS, the parties further desire to comply with the conditions to the granting of a divorce on the basis of irreconcilable differences under T. C. A. Section 36-806;

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NOW, THEREFORE, for good and sufficient consideration, the parties hereto mutually agree as follows:

(1) It is agreed and understood between the parties that the "Husband", Herman O. Hedgepath, shall have all rights, title and interest in the following described piece of real estate, and the lot attached thereto, and that any title, right, or interest that the "Wife", Mary Katherine Hedgepath, may have in this property, be divested out of her name and vested solely in the name of Herman O. Hedgepath, to wit:

> Land in the 2nd Civil District of Davidson County, Tennessee, being described according to a survey made by Steve Draper, dated September 14, 1967, as follows:
>
> Beginning at a point in the center of Mt. View Road, at the north front corner of the property conveyed to Morton Hedgepath, by deed in Book 2875, page 155; thence along his northerly line and continuation of his line, south 61°30' west 229 feet to a point; thence along the east line of the property of Leon Gilbert, of record in Book 3283, page 562, north 3° east 365 feet to the center of Mt. View Road; thence with the center of the same as follows: south 55° east 70 feet; sount 43° east 72 feet; south 31°30' east 95 feet; south 18° east 38 feet to the point of beginning, containing one acre more or less.
>
> Being the same property conveyed to William C. Hedgepath, by deed from Newton D. Ellis, as of record in Book 1390, page 663, said Register's Office.
>
> This conveyance is made subject to (1) title to that portion of the premises embraced within the bounds of any roads or highways, particularly that portion or the premises conveyed to the County for the widening of Mt. View Road, as of record in Book 1634, page 609; (2) easement retained in the deed from William C. Hedgepath and wife, to Herman O. Hedgepath and wife, in Book 2808, page 281.

(2) It is agreed and understood between the parties that the "Wife", Mary Katherine Hedgepath, shall have all title rights and interest in the following described piece of real estate, and that any title, rights and interest that the "Husband", Herman O. Hedgepath, may have in this real estate, be divested out of his name and vested solely in the name of the "Wife", Mary Katherine Hedgepath, with her paying all outstanding debts on this real estate and to hold the "Husband" harmless thereon, to wit:

> Land in the Second Civil District of Davidson County, Tennessee, described according to a survey made by Stephen A. Draper, dated July 29, 1959.
>
> Beginning at a point in the center of a private road; said point being the southwest corner of the property herein conveyed; thence north 8 deg. west 98 feet to a point; thence north 2 deg. east 220 feet to a point; thence south 88 deg. east 260 feet to a point; thence south 2 deg. west 180 feet to a point; thence south 3 deg. east 222 feet to a point; thence north 78 deg. west 238 feet to the point of beginning, containing two acres more or less.

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Being part of the same property conveyed to Grady P. Ghee and wife, Era Bennett Ghee, by deed from W. E. Rawls and wife, of record in Book _____, page _____ and by deed from James Earl Smith and wife, Josie F. Smith, of record in Book 1390, page 272, Register's Office, Davidson County, Tennessee.

Said beginning point of the above described property being 818 feet from the center of Mt. View Road measured along the center of said private road.

(3) It is agreed and understood between the parties that the "Wife" shall have all title, rights and interest in any household goods, furniture, appliances, or any other personal property that may be located in or on the real estate specifically described in Paragraph 2 of this Property Settlement Agreement, with the following exceptions which the "Husband" will come and get as soon as practical, the items in the garage that are his, with the exception of the things belonging to Sandra, and the lawn mower belonging to the "Wife", the two old cars, and the farming equipment. The "Wife" shall have all other personal property as hers absolute, and any title, rights and interest that the "Husband" may have in any personal property located in or on the real estate described in Paragraph 2 will be divested out of his hands and vested solely in the name of the "Wife".

(4) It is agreed and understood between the parties that the "Husband" shall have all title, rights and interest in any household goods, furniture, and appliances that he may have on the real estate described in Paragraph 1, and that any title, right, or interest that the "Wife" may have in this personal property will be divested out of her name and vested solely in the name of the "Husband".

(5) It is agreed and understood between the parties that the two cemetery lots located at Woodlawn Cemetery will be sold with the proceeds divided equally, but that either party shall have the right of first purchase of these lots.

(6) It is, further, agreed and understood between the parties that both parties shall be restrained from coming around one another for the purpose of harassment or molesting, or for the purpose of doing any bodily harm, and that each party shall be restrained from coming around the other while the said party has been drinking of any alcoholic beverage, and further, that by the Court signing this Final Decree, this provision of this Agreement shall have the affect of a permanent Restraining Order issued by this Court.

(7) This Agreement shall be binding upon the parties, their heirs, and legal representatives and assigns.

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IN WITNESS THEREOF, the parties have executed this Agreement, upon this the 21st day of December, 1979.

Mary Katherine Hedgepath
MARY KATHERINE HEDGEPATH

G. Howard Doty
G. HOWARD DOTY, ATTORNEY FOR PLAINTIFF

Herman C. Hedgepath
HERMAN C. HEDGEPATH

Charles Alexander
CHARLES ALEXANDER, ATTORNEY FOR DEFENDANT

IT IS, FURTHER, ORDERED, ADJUDGED AND DECREED that the cost of this cause be divided equally between the parties, for which let execution issue if need be.

ENTERED this the 31st day of Dec., 1979.

Hamilton Hayden
JUDGE

G. Howard Doty
G. HOWARD DOTY, ATTORNEY FOR PLAINTIFF

Charles Alexander
CHARLES ALEXANDER, ATTORNEY FOR DEFENDANT

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IDENTIF. REFERENCE

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FELIX Z. ROBERTSON CLERK & REGISTER
DAVIDSON COUNTY, TENN.

Docket No. 88961 Minute Book 148A Page 384

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 *correct transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Mary Hedgepath *Plaintiff, and* Herman Gedgepath *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* 11th *day of* February *in the year one thousand nine hundred and* Eighty *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddington, D. C.

Form #GR-117

Mail Clerk's Office Atty
421 Church St