10-29-79
114R/744

IN THE FOURT CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Map 26-1
Par 44 Is

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| PATRICIA F. LONG | ) | |
| | ) | |
| Complainant | ) | |
| | ) | |
| VS. | ) | No. 95956 |
| | ) | |
| THOMAS WAYNE LONG | ) | |
| | ) | |
| Defendant | ) | |

BOOK 5596 PAGE 7

FINAL DECREE

This cause came on to be heard on the day and date last written, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Written Interrogatories of the Complainant, PATRICIA F. LONG, leave having been granted by the Court for her testimony to be submitted upon the said Written Interrogatories, upon the original Complaint filed in this cause, the answer thereto, upon the Court's Order of August 14, 1979, allowing the Defendant to withdraw his answer and further allowing the Complainant to amend her original Complaint by withdrawing the grounds of cruel and inhuman treatment and abandonment and failure to provide and allowing this cause to be heard on the ground of irreconcilable differences, from all of which the Court is of the opinion and finds that the proof sustains the allegations of the Complaint, that the parties have reached irreconcilable differences during the course of their marriage and that the marriage should be dissolved and a divorce granted to the Complainant.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff be, and the same is hereby granted an absolute divorce from the Defendant; that the bonds of matrimony heretofore subsisting between the parties be, and the same are perpetually dissolved; and, that the Plaintiff be 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 between the parties be, and the same is hereby approved to wit:

PROPERTY SETTLEMENT AGREEMENT

This agreement entered into this the 3rd day of _____, 1979, by and between PATRICIA F. LONG, hereinafter referred to as "Wife", and THOMAS WAYNE LONG, hereinafter referred to as "Husband";

W I T N E S S E T H:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the Circuit Court for Davidson County, Tennessee, a suit for divorce styled Patricia F. Long vs. Thomas Wayne Long, Docket No. 95956; and

WHEREAS, the parties desire to agree upon and fix their rights and duties respecting their respective estates and all other matters concerning their respective rights and duties by reason of the marital relationship.

NOW, THEREFORE in settlement, adjustment and compromise of all property rights and questions and all matters arising by reason of the marital relationship and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

1. The parties represent that no children were born to them during the course of this marriage, that they own no stocks, bonds, securities or other assets except as provided herein.

2. The parties are current owners of a house and lot located at 201 Drake Street, Goodlettsville, Tennessee. The parties agree that the said property shall be divested out of the Husband and vested in the Wife to be hers absolutely, subject to any existing mortgages, encumbrances, leases or other agreements relating to same, all of which Wife hereby agrees to assume and Wife shall indemnify and hold Husband harmless from the cost of any claim, demand or suit in connection with same.

3. The parties are also current owners of certain land located in the 14th Civil District of Jackson County, Tennessee, which property is described as follows:

> Beginning at a stake, the southwest corner of the land herein conveyed in the Brooks Bend Road, said stake being an iron pin placed by the Grantor and Grantees; thence northwardly with said Brooks Bend Road to a stake in the north boundary of the Grantors property in said road; thence eastwardly with the Grantors north property line approximately 250 poles to a stake; thence South 64 degrees East 60 poles to a stake at the Cumberland River; thence South 90 degrees West 28 poles to a stake at the Cumberland River; thence 90 degrees West 118 poles to a stake; thence South 44 degrees West 26 poles to a stake; thence South 52 degrees West 16 poles to a stake; thence South 61 degrees West 21 poles to a stake; thence North 38 poles to a stake; thence 90 degrees West 58 poles to a stake; the said stake being in the Brooks Bend Road and being the point of beginning.
> Included in this description but to be excluded is approximately 13 acres heretofore sold to the United States of America for the Cordell Hull Reservoir Area, leaving a balance of approximately Sixty Five (65) acres, more or less.
>
> Being the same property conveyed to Thomas Wayne Long and wife, Patricia Fay Long, by deed from Lonnie B. Franklin and wife, Cloe Franklin of record in Book N-2, page 439, Register's Office for Jackson County, Tennessee.

The parties agree that the above described property shall be divested out of the Wife and vested in the Husband to be his absolutely, subject to any existing mortgages, encumbrances, leases or other agreement relating to same, all of which Husband hereby agrees to assume and Husband shall indemnify and hold Wife harmless from the cost of any claim, demand or suit in connection with same.

4. Wife shall receive all of the household goods, furniture, fixtures, appliances, tools and equipment located at the parties' homeplace on Drake Street, Goodlettsville, Tennessee, subject to any encumbrances on same.

5. All right, title and interest which Husband might have in and to a certain ceramic business operated by Wife on the property located on Drake Street, Goodlettsville, Tennessee, including any molds, tools, equipment, inventory or other assets of the said ceramic business shall be divested out of Husband and

vested in Wife to be hers absolutely subject to any chattel mortgages or encumbrances on same which Wife hereby agrees to assume. Wife shall hold Husband harmless from any claim, demand or suit in connection with same.

6. Wife shall have and own the 1971 Ford automobile and Husband shall have and own the 1978 Oldsmobile Cutless or other vehicle or vehicles he may have in his ownership and control at the time of the divorce hearing. Each party shall have the responsibility of maintenance, up-keep and insurance on his or her automobile.

7. All right, title and interest which Wife may have in and to certain personal property now in the possession and control of the Husband shall be divested out of Wife and vested in Husband to be his absolutely subject to any encumbrances or chattel mortgages on same which Husband hereby agrees to assume and Husband shall hold Wife harmless from any claim, demand or suit in connection with same.

8. Wife agrees to assume the balance of a certain note at the Bank of Goodlettsville with a present approximate balance of $256.96 payable in monthly installments of $65.00 each, which note represents a loan for the purchase of certain molds for use in Wife's ceramic business. Husband shall pay all other notes, debts or obligations due and owing at the Bank of Goodlettsville prior to November 1, 1978.

9. Each party shall retain all checking accounts, savings accounts or certificates of deposit presently in his or her name without any right, claim or demand of the other party.

10. Husband shall pay to Homer R. Ayers, attorney, the sum of $400.00 as attorney's fees in connection with the said divorce proceedings. Husband shall pay any and all Court costs in connection with the said divorce proceedings.

11. The parties hereto agree and acknowledge that this Agreement is entered into by each of them with full knowledge on the part of each of them of the extent and probable value of all property and estate of the parties jointly and personally, and each of the parties hereby forever releases and surrenders all of his or her right, title and interest, marital or otherwise, in and to all of the estate whether real, personal, intangible or mixed, now owned or hereinafter acquired of or by the other party, except as he or she may be bound by the promises and covenants contained in this Agreement.

12. The parties agree that this Agreement, subject to Court approval, shall be incorporated in and made a part of any decree of divorce which may be entered hereafter.

IN WITNESS WHEREOF, the parties hereto have set their signatures this the 30th day of July, 1979.

Patricia F. Long
PATRICIA F. LONG - Wife

Thomas Wayne Long
THOMAS WAYNE LONG - Husband

STATE OF TENNESSEE:

COUNTY OF DAVIDSON:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, PATRICIA F. LONG, with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 30th day of July, 1979.

Notary Public

HOMER R. AYERS
Notary Public, State of Tenn. at Large
Commission Expires 2-14-81

My commission expires:

STATE OF TENNESSEE:

COUNTY OF DAVIDSON:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, THOMAS WAYNE LONG, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this the 30th day of July, 1979.

Patricia A. Norman
Notary Public

My commission expires: 4-17-83

IT IS ORDERED, ADJUDGED AND DECREED that all right, title and interest which the Defendant, THOMAS WAYNE LONG, may have in and to the following described property in Davidson County, Tennessee, heretofore recognized as the joint property of the parties during the course of the marriage, be and is hereby divested out of the Defendant and vested in the Complainant, PATRICIA F. LONG, to be hers absolutely, said property being more specifically described as follows:

> Land in Davidson County, Tennessee, being Lots Nos. 16 and 17 of Block "D" on the Plan of Roscoe Place, Goodlettsville, Tennessee, of record in Book 843, page 72, Register's Office for said County.
>
> Said Lots Nos. 16 and 17 front together 63 feet on the southerly side of Drake Street and run back 150 feet on the easterly line of Lot 16 and 162 feet 6 inches on the westerly line of Lot 17 with the easterly margin of Donald Avenue, to a dead line, measuring 128 feet thereon.
>
> Being the same property conveyed to Thomas Wayne Long and wife, Patricia Faye Long, by deed from Raymond E. Massie and wife, Alice M. Massie, of record in Book 4828, page 782, Register's Office for Davidson County, Tennessee.

IT IS ORDERED, ADJUDGED AND DECREED that all right, title and interest which the Complainant, PATRICIA F. LONG, may have in and to certain real property in the 14th Civil District of Jackson County, Tennessee, be and is hereby divested out of the Complainant and vested in the Defendant, THOMAS WAYNE LONG, to be his absolutely, said property is more specifically described as follows:

> Land in the 14th Civil District of Jackson County, Tennessee, described as follows:
>
> Beginning at a stake, the southwest corner of the land herein conveyed in the Brooks Bend Road, said stake being an iron pin placed by the Grantor and Grantees; thence northwardly with said Brooks Bend Road to a stake in the north boundary of the Grantors property in said road; thence eastwardly with the Grantors north property line approximately 250 poles to a stake; thence south 64° E 60 poles to a stake at the Cumberland River; thence south 90° W 28 poles to a stake at the Cumberland River; thence 90° W 118 poles to a stake; thence south 44° W 26 poles to a stake; thence S 52° W 16 poles to a stake; south 61° W 21 poles to a stake; north 38 poles to a stake; 90° W 58 poles to a stake; the said stake being in the Brooks Bend Road and being the point of beginning. Included in this description but, to be excluded is approximately 13 acres heretofore sold to the United States of America for the Cordell Hull Reservoir Area, leaving a balance of approximately Sixty Five (65) acres, more or less, conveyed by this instrument.

Being the same property conveyed to Thomas Wayne Long and wife, Patricia Fay Long, by deed from Lonnie B. Franklin and wife, Cloe Franklin, of record in Land Deed Book N-2, page 439-41, Register's Office for Jackson County, Tennessee; the said Patricia Fay Long and Patricia Faye Long being one and the same person.

IT IS, ORDERED, ADJUDGED AND DECREED that the Defendant, THOMAS WAYNE LONG, be and is hereby ordered to pay to Homer R. Ayers, Attorney for the Complainant, the sum of Four Hundred and No/100 ($400.00) Dollars as attorney's fees in this cause, for which execution may issue if necessary.

IT IS, FURTHER, ORDERED, ADJUDGED AND DECREED that the costs in this cause be and are hereby assessed against the Defendant, THOMAS WAYNE LONG, for which execution may issue if necessary.

Entered this the _____ day of _____, 1979.

BENSON TRIMBLE, JUDGE

10-29-79

APPROVED FOR ENTRY:

Stewart, Black, Ayers & Mathiesen
100 New Long Hollow Pike
Goodlettsville, Tennessee 37072

Homer R. Ayers
Attorney for the Complainant

CERTIFICATION

I certify that a true and exact copy of the foregoing Decree was mailed to the Honorable Joe Haynes, attorney for the Defendant, THOMAS WAYNE LONG, at his offices at Main Street, Goodlettsville, Tennessee, on this the 25th day of October, 1979.

Homer R. Ayers, Attorney

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IDENTIF. REFERENCE

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APR 29 9 35 AM '80

FELIX Z. [illegible] 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 ~~correct transcript~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* PATRICIA F. LONG *Plaintiff, and* THOMAS WAYNE LONG *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* 14th *day of* April *in the year one thousand nine hundred and* eighty *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

*By* [signature] *D. C.*

Form #GR-117