94-3-14R

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

BOOK 5598 PAGE 309

MARY ELIZABETH OWENS HENSLEY, Plaintiff,	]	
VS.	]	NO. 92880
CHARLES H. HENSLEY, Defendant.	]	

FINAL DECREE

This cause came on to be heard this 20th day of April, 1979, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee upon the complaint of the plaintiff for absolute divorce, having been filed July 14, 1978, personal service of process having been effected upon the defendant on July 25, 1978, an answer having been filed by the defendant, a property settlement agreement having been signed by both parties, and the cause being heard as an uncontested divorce on the grounds of irreconcilable differences; testimony of the plaintiff introduced in open Court, statement of counsel for plaintiff and the entire record; from all of which it appears to the satisfaction of the Court that irreconcilable differences exist between the parties which make it impossible to continue the marriage.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff, Mary Elizabeth Owens Hensley be and she is hereby granted an absolute divorce from the defendant, Charles H. Hensley, and further that the plaintiff be restored to all the rights and privileges of an unmarried person.

And it further appearing to the Court that the plaintiff and defendant executed a property settlement agreement, and in said agreement having been filed and made a part of the record in this cause and the same being incorporated and made a part of this decree by being attached hereto and which is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into effective April 20, 1979 by and between Mary Elizabeth Owens Hensley, (hereinafter referred to as Wife), and Charles H. Hensley, (hereinafter referred to as Husband).

W I T N E S S E T H:

That the parties hereto were lawfully married on February 16, 1960 in Nashville, Tennessee. As a consequence of certain irreconcilable difficulties that have arisen between the parties, the Wife has filed a petition for absolute divorce on the grounds of cruel and inhuman treatment, irreconcilable differences and issue has been joined. The parties are desirous of reaching an agreement concerning the custody and support of their minor children, Lisa Michelle Hensley, Hairl Scott Hensley, and Bronie Leigh Hensley, and are desirous of making a final and permanent settlement agreement with respect to alimony in solido and in futuro and their various assets.

THEREFORE, for and in consideration of the mutual promises and agreements contained herein, Ten Dollars cash, the receipt of which is expressly acknowledged and other good and valuable consideration, the parties hereto agree, covenant and bind themselves as follows:

1. Child Custody and Visitation - Absolute care, custody and control of the parties two minor children Hairl Scott Hensley and Bronie Leigh Hensley will be awarded to the Wife. Husband shall have the most liberal right of visitation with those two minor children at any and all reasonable times.

2. Child Support - The Husband will pay to the Wife the sum of Four Hundred Fifty Dollars ($450.00) per month as child support for the parties two youngest children, Hairl Scott Hensley and Bronie Leigh Hensley. This child support shall be allocated as Two Hundred Twenty-Five Dollars ($225.00) per child. This child support shall be payable by check sent directly from the Husband to the Wife on the first day of each month.

3. Alimony - On the date the parties minor son, Hairl Scott Hensley turns eighteen years of age, the Husband shall pay to the Wife Two Hundred Twenty-Five Dollars ($225.00) per month as alimony on the first day of every month until he reaches the age of twenty-two years. When the parties' minor daughter Bronie becomes eighteen years of age, the Husband will pay to the Wife on the first day of every month Two Hundred Twenty-Five Dollars ($225.00) as alimony until that daughter reaches the age of twenty-two.

4. College Expenses - Husband agrees to pay one-half the college expenses at a college mutually agreed upon by the parties, for the parties' son Hairl Scott Hensley and daughter, Bronie Leigh Hensley. The college expenses shall be defined as tuition, room and board, and transportation to and from home.

5. Furniture and Household Furnishings - The Wife will have exclusive ownership of all the household furniture and furnishings in the parties' home at 2828 Barclay Drive, Nashville, Tennessee. The Husband shall receive as his property one German camera, and a group of old records.

6. Hospitalization and Major Medical Insurance - The Husband will maintain major medical and hospitalization insurance for the parties' minor children.

7. Real Property - All right, title and interest in the following described real property is hereby divested out of Husband and is hereby vested in the Wife to be hers absolutely and in fee simple forever and said property is more particularly described as follows:

> Two tracts or parcels of land in Davidson County, Tennessee, as follows:
>
> TRACT NO. I: Being Lot No. 209 on the Plan of Fortland Park, Section I, as of record in book 2663, page 61, Register's Office for said County, and described as follows:
>
> Said lot No. 209 begins at a point in the northwesterly margin of Barclay Drive, the corner of lots Nos. 208 and 209; thence northwesterly with the line between said two lots 171.5 feet to a point; thence westerly 21 feet to a point, the common corners of lots Nos. 164, 24, 23, and 209; thence southwesterly with the line between lots Nos. 209 and 23, 90.1 feet to a point, the common corner of lots Nos. 23, 22, and 209; thence southeasterly along the line between lots Nos. 209, and 22, 95 feet to a point in the northwesterly margin of Barclay Drive; thence northeasterly along the margin of said drive 18.7 feet to a point, and continuing thence along the margin of said drive 66.35 feet to the point of beginning.
>
> Being the same real property conveyed to Maxwell G. Horkins, Jr., and wife, Jo Ann Horkins, by deed from Castleman Construction Company, of record in book 2909, page 526, said Register's Office.
>
> TRACT NO. II: Being the easterly part of lot No. 22, and the easterly part of lot No. 23 on the Plan of Fortland Park, Section 1, as of record in book 2663, page 61, Register's Office for said County.
>
> Said part of lot no. 22, is described as follows:
>
> Beginning at an iron stake at the common corner of lots 22 and 209 in the northerly margin of Barclay Drive, thence with the line between lots Nos. 22 and 209 northwesterly 95.0 feet to a concrete monument at the original common corners of lots 22, 23, and 209; thence southwesterly with the line between lots Nos. 22 and 23, 3.1 feet to an iron stake; thence southwesterly 95.3 feet to the beginning, containing 148 square feet.

Said part of lot No. 23 is described as follows: Beginning at a concrete monument at the common corner of lots Nos. 22 and 23 in the westerly line of lot No. 209; thence with the common line between lots Nos. 23 and 209, northerly 90.1 feet to a concrete monument at the common back corner of lots Nos. 209, 23, 24, and 164; thence with the line between Nos. 23 and 24 southwesterly 55.65 feet to an iron stake; thence severing lot No. 23, southeasterly 75.0 feet to an iron stake in the common line between lots Nos. 22 and 23; thence northeasterly 3.1 feet to the beginning, containing 2203 feet, more or less.

Said part of lot No. 22 being the same real property conveyed to Maxwell G. Horkins, Jr., and wife, Jo Ann H. Horkins, by deed from Metropolitan Land Corporation, of record in book 3435, page 537, said Register's Office, and said part of lot No. 23 being the same real property conveyed to Maxwell G. Horkins, Jr., and wife, Jo Ann Horkins, by deed from Dobson & Johnson, Inc., of record in book 3435, page 582, said Register's Office.

Village Builders, Inc., a Tennessee corporation, joins in this deed for the purpose of conveying any right, title or interest it may have in said part of Lot 22 of Tract II of said premises.

Dobson & Johnson, Inc., a Tennessee corporation, joins in this deed for the purpose of releasing a deed of trust from Village Builders, Inc., to Albert W. Johnson, Trustee of record in Book 3863, page 173, Register's Office for Davidson County, Tennessee as pertains to part of Lot 22, of Tract II of said premises.

Being the same property conveyed to Charles H. Hensley and wife, Mary Elizabeth Owens Hensley, by deed from Maxwell G. Horkins, Jr. and wife, Jo Ann Horkins, of record in Book 3897, page 329, Register's Office for Davidson County, Tennessee.

The Wife will assume all mortgage payments of the residence.

8. Attorneys Fees - Husband shall reimburse Wife Four Hundred Dollars ($400.00) for her attorneys fee, and will also reimburse the Wife Fifty Dollars ($50.00) for the filing fee in this case.

9. Court Costs - Husband will pay all court costs of this divorce action.

10. Insurance - Husband agrees to make the parties' three children, Lisa Michelle Hensley, Hairl Scott Hensley, and Bronie Leigh Hensley irrevocable beneficiaries on his $50,000.00 life insurance policy with National Life and Accident Insurance Company. The Husband further agrees that the Wife will become the owner of the Prudential Life Insurance policy that she has been paying the premiums on, and also an additional National Life term policy.

11. Tax Deduction - It is expressly agreed by the parties that the Wife will be allowed by the Husband to carry the parties' youngest child Bronie Leigh Hensley as a tax deduction on her income tax.

12. Other Property - Husband shall receive free of any claim of Wife any and all other property not specifically awarded to Wife herein.

13. Hold Harmless - Wife further covenants to keep Husband free, harmless, and indemnified of any and all debts, charges, or liabilities hereafter contracted by her or for her account. Husband covenants at all times to keep Wife free and harmless, and indemnified of and from any and all debts, charges and liabilities heretofore contracted or incurred by him individually and from any and all debts, charges or liabilities hereafter contracted by him or for his account.

14. Further Assurances - Each of the parties shall from time to time execute, acknowledge and deliver any and all further instruments that may be reasonalby required to give full force and effect to the provisions of this agreement.

This agreement if and when approved by a court of competent jurisdiction in Davidson County, Tennessee shall be incorporated into any final decree of divorce which might be granted to either of the parties and shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might accrue to either in the future, except as otherwise herein provided, and as provided by law. Specifically included in this agreement are any claims for support, maintenance, alimony, attorneys fees, inheritance or any other interest or demand which might otherwise be asserted by either party against the other, or against the property or estate of the other.

Witness our hands on the day and date first above written.

WILLIS & KNIGHT

BY: /s/ Aaron Wyckoff
AARON WYCKOFF
Attorney for Plaintiff

/s/ Mary Elizabeth Owens Hensley
MARY ELIZABETH OWENS HENSLEY

SATURN & MAZER

BY: /s/ Alan D. Mazer
ALAN D. MAZER
Attorney for Defendant

/s/ Charles H. Hensley
CHARLES H. HENSLEY

And the Court beings satisfied that the above set forth Property Settlement Agreement is in all things proper and should be approved and incorporated in this final decree of absolute divorce, it is, therefore, ORDERED, ADJUDGED, AND DECREED, that the Property Settlement Agreement executed by the plaintiff and defendant, said Property Settlement Agreement having been set forth hereinabove and incorporated and attached to this decree, be, and is hereby, approved in all things and made the judgment of this Court as surely and completely as though each and every item has been separately adjudicated herein.

The costs of this cause are to be paid by the the defendant for which execution may ~~issue~~ if necessary.

JUDGE

5-1-79

APPROVED FOR ENTRY:

WILLIS & KNIGHT

BY: _____
AARON WYCKOFF
Attorney for Plaintiff

SATURN & MAZER

BY: _____
ALAN D. MAZER
Attorney for Defendant

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BOOK 5598 PAGE 315

IDENTIF. REFERENCE

MAY 5 12 25 PM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Bk. 1128, P. 599

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~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Mary Elizabeth Owens Hensley *Plaintiff, and* Charles H. Hensley *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* 5th *day of* May *in the year one thousand nine hundred and* Eighty *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Cooker, *D. C.*

Form #GR-117