IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

3-31-80
14813/543

NANCY WRIGHT GREGORY EVETTS)
)
vs.) NO. 80D-179
)
JERRY EUGENE EVETTS)

FINAL DECREE

Map 61-2 Par. 86

This cause came on to be heard on the 31st day of March, 1980, before the Honorable Hamilton Gayden, Judge of the First Circuit Court of Davidson County, Tennessee, upon Complainant's petition for absolute divorce and upon the property settlement agreement which provides for the division of the parties' respective rights and interests in all jointly owned property, and upon the testimony of Complainant and statements of counsel. The Court further found that the necessary waiting period by statute had elapsed, that no answer had been filed, and that a property settlement agreement signed by both parties was a fair and complete division of the marital property and should be approved.

It is, therefore, ORDERED, ADJUDGED and DECREED that the Complainant be, and is hereby, awarded an absolute divorce, on the ground of irreconcilable differences, and that Complainant be restored to all the rights and privileges of an unmarried person, and the bonds of matrimony are hereby dissolved.

It is further ORDERED that the property settlement agreement is approved by the Court and each and every provision of the property settlement agreement is hereby made the decree of the Court. It is further ORDERED that pursuant to the property settlement agreement, all right, title and interest in the Defendant, Jerry Eugene Evetts, in and to certain real property, described as follows:

> Being Lot No. 254 on the Map of Section 7, Gra-Mar Acres, of record in Book 2331, page 80, Register's Office for said County.
>
> Said Lot No. 254 fronts 88 feet on the east side of Graycroft Avenue and runs back between lines, 189.6 feet on the north line and 182.5 feet on the south line to a dead line in the rear on which it measures 57 feet.
>
> Being party of the property conveyed to Handley & Whiteside Builders, Inc., by deed from Sweeney-Clark Realty Company, Inc., of record in Book 2496, page 521, said Register's Office.
>
> Being the same property conveyed to Jerry Evetts and wife, Nancy G. Evetts, by deed from Handley & Whiteside Builders, Inc., of record in Book 2599, page 361, Register's Office for Davidson County, Tennessee.

shall be vested in the Complainant, Nancy Wright Gregory Evetts, until her death, remarriage or sale of said property. In the event of sale, the proceeds of the sale will be divided equally between the Complainant and Defendant. In the event

of Complainant's remarriage, said property shall be sold and the proceeds divided equally between the parties. In the event either party dies possessed of his or her interest in said property that person's interest shall pass to the children of the marriage, provided further that in no instance shall wife's rights in and to said property as outlined herein giving her exclusive use and possession of said property until she elects to sell or her remarriage be violated by such inheritance provisions. The property settlement agreement is attached hereto and incorporated herein as Exhibit 1.

It is further ORDERED that the Defendant will be responsible for all Court costs in this matter, for which execution may issue.

ENTERED, this 31 day of March, 1980.

Hamilton Gayden
JUDGE

APPROVED FOR ENTRY:

LEGAL CLINIC OF BART DURHAM

Bart Durham

Bart Durham, Attorney for Complainant
1712 Parkway Towers
Nashville, TN 37219
Phone: 242-4321

cc: Defendant

IDENTIF. REFERENCE

MAY 12 3 23 PM '80

FELIX A. WINSTON II REGISTER
DAVIDSON COUNTY, TENN.

F 89067

Docket No. 80D-179 Minute Book 148B Page 1543

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~~ True Copy *transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Nancy Wright Gregory Evetts *Plaintiff, and* Jerry Eugene Evetts *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* 8th *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 Virginia Hutchison, *D. C.*

Form #CR-117

EXHIBIT 1

BOOK 5601 PAGE 132

PROPERTY SETTLEMENT AGREEMENT

This Agreement is entered into between NANCY WRIGHT GREGORY EVETTS, hereinafter referred to as "wife", and JERRY EUGENE EVETTS, hereinafter referred to as "husband", whose names appear sworn to below, in a divorce action presently pending between the parties in the First Circuit Court of Davidson County, Tennessee.

It is the decision of the parties to amicably settle their differences with respect to all property rights. They have mutually agreed that each party will keep his or her own personal property, and they have made a satisfactory settlement as to the ownership of all such personal property.

The parties have agreed that the home presently owned by the parties, as tenants by the entirety, situated at 4512 Graycroft Avenue, Nashville, Tennessee, shall be the exclusive use and possession of the wife until such time as she should choose to sell said property or until her death or remarriage, J.E. N.E. without relinquishing any rights in and to said property herein granted. The parties have further agreed that until such time as wife elects to sell said property or until her remarriage, she shall be responsible for the payment of the mortgage and taxes on said residence. The parties further agree that in no event shall either party encumber said property other than the existing encumbrances without the express written consent of the other party. If and when said property is sold, the proceeds, after deducting all costs of the sale therefrom, shall be divided equally divided between the parties. The parties further agree that each party will execute a Will in which his or her interest in and to said property shall pass to the children of the marriage in the event of his or her death, said Husband's Will to provide further that in no instance shall wife's rights in and to said property as outlined herein giving her exclusive use and possession of said property until she elects to sell or her remarriage be violated by such inheritance provisions. Both parties further agree that said Wills will be drawn and executed prior to the final hearing of the Court in this matter.

The parties hereto have agreed as to the distribution of the household furniture and furnishings located at 4512 Graycroft Avenue, Nashville, Tennessee, and they have made a satisfactory settlement as to the ownership of all household furniture and furnishings.

All right, title and interest in and to the 1979 Buick Regal automobile

shall vest with the wife and she shall hold husband harmless from any debts thereon. Said automobile is presently titled in both parties' names and husband agrees to execute any and all documents necessary to transfer his interest in and to said automobile to wife.

All right, title and interest in and to the 1954 Ford automobile shall vest with the husband and he shall hold wife harmless from any debts thereon.

The husband agrees to retain wife as beneficiary on his existing life and accident insurance policy with the State Farm Insurance Company.

The parties show that they currently hold silver certificates, numbers 64388, 64390 and 64389, on deposit with Commerce Union Bank in Nashville, Tennessee. Wife agrees that said silver certificates shall be the sole property of the husband.

The parties further agree that the current membership they hold with the Smyrna Country Club shall become the sole membership of the wife.

Wife hereby assumes and agrees to pay in indebtedness owed to Commerce Union Bank, said debt being in her name only, and further agrees to pay her dental bill in the approximate amount of $950.00. Husband assumes and agrees to pay all other indebtedness incurred during the term of the marriage. From the date of the execution of this agreement, each party will be responsible for his or her own debts and each party is aware of the debts for which he or she is responsible.

The parties nereto have two children born of the marriage - Mark V. Evetts, age 22, and David Evetts, age 19. Both children being of their majority, it is understood between the parties that this agreement includes no provisions for child custody or support.

The parties hereto have agreed that husband will be responsible for one-half (1/2) of wife's attorney's fees in this action as well as being responsible for Court costs incurred in connection herewith.

This Agreement is executed on the day and date written below, and a copy of this Agreement is being retained by both partiesd.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Nancy Wright Gregory Evetts
NANCY WRIGHT GREGORY EVETTS

Sworn to and subscribed before me, this
14th day of January, 1980.

Notary Public
Commission Expires: 7-18-82

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Jerry E. Evetts
JERRY EUGENE EVETTS

Sworn to and subscribed before me, this
15th day of January, 1980.

Notary Public
Commission Expires: Nov. 25, 1983