This instrument prepared by Richard N. Dinkins Esq 203 - 2nd Ave, N Nashville, Tn. 37201

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IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENN.

Map 81-G Par 80 Jr

DAVID FOSTER PRUITT,)

Plaintiff)

VS.) NO. 97883

JOSEPHINE MINERVA PRUITT,) BOOK 5609 PAGE 728

Defendant)

O R D E R

The above cause came on for hearing on the 17th day of April, 1980, before the Honorable Stephen North, Circuit Judge, upon the Petition For Absolute Divorce filed by the plaintiff, David Foster Pruitt. Upon consideration of the entire record and the proof introduced in open Court, the Court finds that the allegations of the Complaint are sustained by the proof and that there exists such irreconcilable differences between the parties to this cause as to make the continuation of the marriage impossible.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that an absolute divorce be and the same is hereby awarded to the plaintiff, David Foster Pruitt, restoring him to all the rights and privileges of an unmarried person and the bonds of matrimony heretofore existing between the plaintiff and the defendant are hereby perpetually dissolved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement, heretofore tendered to the Court, which agreement is in words and figures as follows:

" PROPERTY SETTLEMENT AGREEMENT

This Agreement was made between David Foster Pruitt, hereinafter called Plaintiff and Josephine Minerva Pruitt, hereinafter called Defendant.

W I T N E S S E T H:

WHEREAS, the parties were married in Nashville, Tennessee, on 22 December 1947, and

WHEREAS, certain difficulties and differences have risen between the parties and a divorce action in which irreconcilable differences is alleged as a ground for divorce has been instituted in the Fifth Circuit Court for Davidson County, Tennessee, under the style David Foster Pruitt vs. Josephine Minerva Pruitt, No. 97883, and the parties thereto have no expectation of assuming their marital relationship, and

WHEREAS, the parties desire to enter into an Agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner such that said divorce action shall proceed on an uncontested basis.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings contained herein and for other good and valuable considerations, the parties agree as follows:

1. Personal Property. - The parties heretofore divided their personal property acquired during the marriage among themselves and have taken custody of same. All furniture, furnishin and personal effects presently in the possession of defendant shall be her sole and separate property. All furniture, furnishings and personal effects presently in the possession of plaintiff shall be his sole and separate property.

2. Real Property. - It is agreed that the house and lot located at 2702 Aspen Drive, presently vested in David Foster Pruitt and wife, Josephine Minerva Pruitt, together with all furniture therein, shall be vested solely in defendant, Josephine Minerva Pruitt, and said defendant agrees and assumes full and sole responsibility for the payment of the indebtedness on said house and lot and to hold plaintiff harmless for same. Plaintiff shall execute all necessary instruments required to convey his interest into the aforesaid property to defendant and defendant shall execute all instruments necessary to release plaintiff from further obligations on the mortgage encumbering said property as evidenced by Trust Deed of record in Book 2986, Page 545, Register's Office for Davidson County, Tennessee. Said property is more specifically described in Book 2963, Page 93,

Register's Office for Davidson County, Tennessee, as follows:

Being Lot No. 36 on the Map of Cumberland Gardens Subdivision, as of record in Book 2900, page 4, Register's Office for Davidson County, Tennessee. Said Lot No. 36 fronts 61.36 feet on the north margin of Aspen Drive and runs back 148.1 feet on the east line and 140.0 feet on the west line to a dead line, measuring 36.25 feet thereon. Being the same property conveyed to David F. Pruitt and wife, Josephine J. Pruitt by warranty deed from Richland Development Company, as of record in Book 2963, page 93, Register's Office for Davidson County, Tennessee.

3. The parties desire that upon approval by the Court the foregoing shall constitute a full, final and complete settlement of any and all rights of each of the parties to alimony, support or any other interest provided by law or otherwise from the other or in property held by either party jointly, severally or otherwise, and that this Agreement be incorporated as part of any Final Decree of Divorce that may hereafter be entered in the Fifth Circuit Court of Davidson County, Tennessee, or in any other Court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

This Agreement constitutes the entire understanding of the parties and supersedes any and all prior Agreements between them, oral or written.

4. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated. Each party acknowledges that they have read this Agreement, that it is fair and equitable and that it is being entered into voluntarily. Each party agrees to abide by this Agreement.

5. Any Court costs incurred as a result of the pending action for absolute divorce shall be divided equally between the parties.

WITNESS our hands and seal on the date set forth below.

/s/ Josephine M. Pruitt
JOSEPHINE MINERVA PRUITT

/s/ David Foster Pruitt
DAVID FOSTER PRUITT

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Josephine Minerva Pruitt, being first duly sworn, states that she is the defendant in the above-styled case and has executed this Agreement for the purposes therein specified.

/s/ Josephine Minerva Pruitt

Sworn to and subscribed before me
this the 10th day of April, 1980.

/s/ Richard H. Dinkins (SEAL)
NOTARY PUBLIC

My Commission Expires: _____

FILED
JUN 6 9 29 AM '80
FELIX Z. WILSON
REGISTER
DAVIDSON COUNTY, TENN.
IDENTIF. REFERENCE
F 9 2 3 1 8

STATE OF TENNESSEE

COUNTY OF DAVIDSON

David Foster Pruitt, being first duly sworn, states that he is the plaintiff in the above-styled case and has executed this Agreement for the purposes therein specified.

/s/ David Foster Pruitt

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

/s/ Anita Fitzgerald (SEAL)
NOTARY PUBLIC

MY COMMISSION EXPIRES: 1-15-83 "

be and the same is hereby approved. Upon compliance by defendant with the provisions of paragraph 2 of said Order, plaintiff shall convey all his right, title and interest in and to the above stated property to defendant.

The costs of this cause are taxed equally between the parties, for which execution may issue.

ENTER this 15th day of April, 1980.

CIRCUIT JUDGE

APPROVED FOR ENTRY

AVON N. WILLIAMS, JR.
RICHARD H. DINKINS

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Attorneys for Plaintiff

CERTIFICATE

The undersigned certifies that copy of the foregoing Order was mailed to the defendant, Josephine Minerva Pruitt, addressed to her last known address, 4013 Tucker Road, Nashville, Tennessee, this the 24th day of April, 1980.

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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* ~~correct transcript~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* DAVID FOSTER PRUITT *Plaintiff, and* JOSEPHINE MINERVA PRUITT *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* 30th *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 Sue Woods, *D. C.*