6-20-80
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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

147-14
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GREGORY PAUL FRYE, Plaintiff,	)	
VS.	)	NO. 80D-1097
DRANDA GAYNELL (KIRKSEY) FRYE, Defendant.	)	

FINAL DECREE

This cause came on to be heard on the 20th day of May, 1980, before the Honorable Benson, Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on Complaint for Absolute Divorce filed by the plaintiff, Gregory Paul Frye, on the ground of irreconcilable differences.

It is, therefore, ORDERED that the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved, and the plaintiff is restored to all the rights and privileges of an unmarried person.

It is further the opinion of the Court that the parties have entered into and signed a Property Settlement Agreement as stated as follows:

F 9 4 7 5 7

IDENTIF. REFERENCE

JUN 24 10 13 AM '80

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

GREGORY PAUL FRYE	)	
	)	
VS.	)	NO. 80D-1097
	)	
DRANDA GAYNELL (KIRKSEY) FRYE	)	

PROPERTY SETTLEMENT AGREEMENT

The parties to this Agreement are GREGORY PAUL FRYE and DRANDA GAYNELL (KIRKSEY) FRYE, who were married on June 23, 1974, in Cleveland, Tennessee, and to which marriage there have been no children born.

The parties have determined that they have irreconcilable differences upon which they cannot reconcile and upon which a divorce should be granted.

The parties have accumulated certain real estate and personal property, and the parties have agreed to what each feels, under the circumstances, is an equitable division thereof, all of which is subject to the approval of this Court at the final hearing of this cause.

The Complaint for Absoute Divorce was filed on the 25th day of March, 1980, and the parties understand that the original Complaint for Absolute Divorce filed by Gregory Paul Frye must have been filed in the Circuit Court Clerk's for Davidson County, Tennessee, for a total of sixty days before it can be placed on the docket for hearing.

The parties have agreed that they do, in fact, have irreconcilable differences and that either party may proceed to obtain an absolute divorce, and they have agreed upon all matters hereinafter stated.

The original plaintiff, Gregory Paul Frye, shall hereinafter be referred to as the Husband, and the original defendant, Dranda Gaynell (Kirksey) Frye shall hereinafter be referred to as the Wife.

1. Either the Husband or the Wife will obtain an absolute divorce on the ground of irreconcilable differences.

2. The Wife shall relinquish all right, title and interest that she may have in the house and lot located at 688 Candlestick Drive in Nashville, Tennessee, and any interest the Wife may have in said tract of real estate will be divested out of her and vested in the Husband for his sole and separate use. The Husband shall hold the Wife harmless for any and all remaining morgage indetedness on said house and lot, a better description of which is as follows, and said description is contained in Book 5000, page 267, Davidson County Register's Office.

> LAND in Davidson County, Tennessee, being Lot No. 434 on the Plan of Candlestick Farms, Section 4, as of record in Book 3600, page 71, Register's Office for Davidson County, Tennessee.
>
> SAID Lot No. 434 fronts 89.6 feet on the easterly side of Candlestick Drive and extends back between lines 153.8 feet on the southerly line and 158.6 feet on the northerly line to a line in the rear, measuring 95.1 feet.
>
> BEING the same property conveyed to Douglas William Johnson and wife, Yvonne D. Johnson, by Deed from James G. Schmidt, Fred B. Fromhold, H. James Sheetz, John M. Schubert, and Morton D. Bosh, Jr., Trustees under Declaration of Trust of record in Book 4564, page 287, Register's Office for Davidson County, Tennessee.
>
> This conveyance is subject to restrictive covenants contained in instrument of record in Book 3811, page 978, Book 3822, page 75, Register's Office for Davidson County, Tennessee; easements and setback lines as set forth on the above plan of record; and taxes for the current year which have been prorated and assumed by the Grantees herein.

3. The Husband agrees to relinquish to the Wife all household appliances and furniture she desires with the following exceptions: a sleeper sofa in the Husband's office; a desk; three chairs in the living room; one double bed; a clock radio; a stereo set; a dishwasher; refrigerator; a washer and dryer. The Husband further agrees that he will provide Wife with sufficient funds to purchase a stackable washer and dryer for her apartment.

4. The Husband shall have full title and interest to the 1971 Ford Mustang automobile to the exclusion of any interest the Wife may have in said vehicle. Likewise, the Wife will retain all interest in the 1978 Buick automobile which is presently in her possession to the exclusion of any interest the Husband may have in said vehicle. The parties further agree to sign all necessary documents to transfer titles to the respective automobiles.

5. The Wife agrees to relinquish any and all claims that she may have to certain stock certificates which are listed in the name of the Husband only, and all of which were accumulated by Husband prior to the marriage of the parties.

6. The Husband agrees to pay all Wife's reasonable automobile gasoline expenses and further agrees to provide Wife the use of an Exxon credit card with reasonable gasoline expenses until the Wife secures a credit card in her own name. The Husband further agrees to allow Wife to use the Master Charge card for all reasonable and necessary purchases until she is able to secure a Master Charge card in her own name.

7. The Husband further agrees to pay for the Wife's next six months automobile insurance premiums, which six month period will commence in April of 1980.

8. The Husband and Wife agree to file a joint Federal and State income tax return for the year 1979, and whatever amount of Federal and/or State income tax payments are due, said payments are to be made out of the joint savings account of the parties.

9. The Husband agrees that all of the Wife's medical expenses recently incurred which are not covered by Husband's hospitalization insurance coverage will be paid for out of the joint savings account of the parties, after which time the balance of the joint savings account will be divided equally between the parties.

10. The Husband agrees to pay all the court costs incurred in this proceeding.

11. It is understood and agreed between the parties that this Agreement shall be introduced in any divorce action prosecuted by either of them and submitted to the Court for ratification and incorporation into the Final Decree of Divorce.

12. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights of the respective parties hereto and is a full discharge of Husband from all other obligations to support Wife and a discharge from all other claims arising out of their marital relationship, and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction on the other's property, including without limitation, dower, curtesy, statutory, allowance, homestead rights, rights to take against the will of the other, inheritance, descent or distribution,

alimony and support, or right to act as administrator or executor of the other's estate, and this Agreement applies to all property now owned by Husband and Wife, or any property that either of them may acquire in the future.

13. It is understood and agreed between the parties that, from the date of execution of this Agreement, neither will contract any indebtedness upon the credit of the other, and that if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payment shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expense, if any.

14. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

15. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions of this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily and with advice of counsel.

Gregory Paul Frye
GREGORY PAUL FRYE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Sworn to and subcribed before me this 21st day of March, 1980.

Martha C. Vallmer
NOTARY PUBLIC

My Commission Expires: 4-17-83

Wanda Gaynell (Kirksey) Frye
WANDA GAYNELL(KIRKSEY) FRYE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Sworn to and subscribed before me this 17 day of March, 1980.

Katherine M. Sidlow
NOTARY PUBLIC

My Commission Expires: 1/7/82

The Court finds the above Agreement is proper in all respects, and

It is, therefore, ORDERED by the Court that the Property Settlement Agreement heretofore entered into by the parties to this cause is in all things ratified, approved and confirmed by the Court and is made a part of this Decree for all purposes contained herein.

It is also ORDERED that the costs of this cause be paid by the plaintiff, Gregory Paul Frye, for which let execution issue, if necessary.

Entered this 20 day of June, 1980.

BENSON TRIMBLE, JUDGE

APPROVED FOR ENTRY:

JOE P. BINKLEY, JR.
Attorney for Plaintiff

C E R T I F I C A T E

I hereby certify that a true and exact copy of the foregoing Final Decree has been forwarded to Ms. Dranda Gaynell (Kirksey) Frye, at her last known address of 4851 Cascade Drive, Hermitage, Tennessee, 37076 this 20th day of June, 1980.

JOE P. BINKLEY, JR.

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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 ~~xxxxxxxxxxx~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Gregory Paul Frye *Plaintiff, and* Dranda Gaynell Kirksey Frye *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* 24th *day of* June *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.*