BOOK 5627 PAGE 823

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

HENRY EUGENE HOOPER)
)
)
VS.) NO. 80D-357
)
)
ELMORA FAYE HOOPER)

Map 136
Par 86
map 162-7
Par 10
92-10 par 234 & 235

FINAL DECREE

This cause came on to be heard on this 6th day of June, 1980, before the Honorable Benson Trimble, Judge, holding the Fourth Circuit Court of Davidson County, Tennessee, upon the complaint for an absolute divorce, testimony of the Plaintiff in open Court, the property settlement agreement duly entered into by the respective parties in this cause, the judgment by default duly entered herein, statement of counsel and the entire record herein. From all of which the Court finds that irreconcilable differences exist between the parties entitling Plaintiff to an absolute divorce and further that the property settlement agreement heretofore entered into between these respective parties is fair and reasonable and the same is hereby approved and ratified by this Court.

IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore existing between the parties be, and the same are hereby, forever and perpetually dissolved and the Plaintiff, Henry Eugene Hooper, is hereby granted an absolute divorce from the Defendant and restored to all of the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, by the Court that the Defendant be and she is hereby awarded the care, custody and control of the minor child of the parties, Shelley Renee Hooper, with reasonable visitation privileges granted to the Plaintiff and support and maintenance provisions for said minor child shall be as set forth in the provisions of the property settlement agreement entered into by the parties which is approved by the Court.

IT IS FURTHER ORDERED by the Court that the property settlement agreement heretofore entered into by and between the parties under date of January 24, 1980 be and the same is hereby approved and ratified by the Court the same as if each and every item contained therein was separately adjudicated by this Court and said agreement is hereby made a part of this Final Decree as follows:

SETTLEMENT AGREEMENT

This Agreement is made and entered into by and between Elmora Faye Hooper, hereinafter referred to as "Wife" and Henry Eugene Hooper, hereinafter referred to as "Husband", both citizens and residents of Davidson County, Tennessee.

W I T N E S S E T H:

WHEREAS, the parties hereto were married on May 19, 1972 in Gallatin, Sumner County, Tennessee; and

WHEREAS, certain difficulties have arisen in their marriage which the parties do expressly agree that said problems are irreconcilable between them and it is in their best interest that an absolute divorce be granted terminating said marriage; and

WHEREAS, it is the desire of the parties to settle and determine their various rights and interest of whatever description existing between them.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein made the parties agree as follows:

1. The parties represent and agree that it is in the best interest of their minor child, Shelley Renee Hooper, that the child's mother have her care, custody and control with the complete understanding that her father, Henry Eugene Hooper, have reasonable visitation privileges with the said child.

2. The Husband herein agrees to pay over to the Wife the sum of $300.00 each and every month for the support and maintenance of the minor child, Shelley Renee Hooper, until she should reach her majority or otherwise becomes emancipated.

3. Husband agrees that he will pay the premiums on and keep in force hospitalization or medical insurance on the Wife until her death or remarriage. He further agrees to retain hospitalization or medical insurance and pay the premiums thereon for the minor child of the parties hereto and also on the two children of the Wife by her first marriage; said insurance shall be maintained by him until the children reach their majority or complete their formal education.

4. The Husband does hereby convey, assign and transfer to the Wife all of his right, title and interest to all of the household furniture, equipment and appliances located in their residence at 82 Benzing Road in Antioch, Davidson County, Tennessee, and the said Husband does hereby relinquish any interest that he may have in the same.

5. Husband does hereby release and transfer to the Wife all of his right, title and interest to a certain savings account held by them jointly at the First American Naitonal Bank in Nashville in which account there is an approximate balance of $1,100.00. The Husband further agrees that in the event that a decree of absolute divorce is granted to either of the parties to this agreement that he shall deposit to the Wife's banking account the sum of $1,000.00, at the time of said decree.

6. The Husband does further transfer and convey to the Wife their 1979 Chevrolet Monte Carlo automobile and will execute the necessary title certificate to accomplish said transfer. The Husband will assume the obligation, in the approximate amount of $6,000.00, owed on said vehicle and will make this transfer to the Wife in such a manner as the title to the vehicle shall be free and clear of any liens or obligations.

7. The parties further agree that the Wife shall be vested with title to the homeplace of the parties located at 82 Benzing Road in Antioch, Davidson County, Tennessee and in the event a decree of absolute divorce is granted to either party hereto, it shall provide that all of the Husband's right, title and interest in and to said real estate shall be divested

and the same vested in the Wife in fee simple. Said real estate is more fully and accurately described as follows:

> Being Lot No. 75 on the Plan of Antioch Park, Section I, as of record in Book 3600, page 96, Register's Office for said County.
>
> Said Lot No. 75 fronts 70.0 feet on the northerly side of Benzing Road and extends back 144.5 feet on the westerly line and 152.6 feet on the easterly line, to a line in the rear on which it measures 98.43 feet.
>
> Being the same property conveyed to Henry E. Hooper and wife, Faye P. Hooper, by deed from William E. Nail, et ux, of record in Book 4652, page 81 of the Register's Office of Davidson County, Tennessee.

If requested by the Wife, the Husband agrees that he shall execute a deed of conveyance conveying his said interest in the above described property to the Wife following any decree granting to either party hereto an absolute divorce. The Wife further understands and agrees that she shall indemnify and hold the Husband harmless of any mortgage obligation or otherwise on the said real estate described above after title to said property has been properly vested in her.

8. The parties represent and agree that the Husband shall be vested with any interest of the Wife to certain real property and the improvements thereon located at 210-214 17th Avenue North in Nashville, Davidson County, Tennessee and in the event an absolute decree of divorce is granted to either party to this agreement then all of the Wife's right, title and interest in and to said real estate shall be divested by said divorce decree and the same vested in the Husband in fee simple, said real estate being described as follows:

> TRACT NO. I: Being the southerly 30 feet of the northerly 68 feet of Lots Nos. 335 and 336 on the Plan of Boyd Home Place, as of record in Book 21, page 39, Register's Office for said County.
>
> SAID part of said lots front 30 feet on the easterly side of 17th Avenue, North, formerly Williams Avenue and extends back between parallel lines, 100 feet to a dead line.
>
> TRACT NO. II: Being the northerly 1 foot of the southerly 34 feet of Lots Nos. 335 and 336 on the Plan of John Boyd's Home Place, as of record in Book 21, page 39, Register's Office for said County, and described as follows:

BEGINNING at a point in the easterly margin of 17th Avenue North, formerly Williams Avenue, 136 feet south of the southerly margin of State Street; said point being also 34 feet north of the north margin of an alley, thence north 55° 56' east 100 feet to a point in the easterly margin of 17th Avenue North; thence with the margin of the same, north 34° west 1 foot to the point of beginning.

TRACT NO. III: Being part of Lots Nos. 335 and 336 on the Boyd Home Tract, as of record in Book 21, page 39, Register's Office for said County, described as follows:

BEGINNING at a point in the easterly margin of 17th Avenue, North, 68 feet south of State Street; thence easterly, parallel to the south margin of State Street, 100 feet to a point in the line between Lots Nos. 334 and 335; thence with said line, southerly 34 feet; thence westerly 100 feet to the easterly margin of 17th Avenue North; thence with the margin of the same, northerly 34 feet to the point of beginning.

TRACT NO. IV: Being the northerly 34 feet of the southerly 68 feet of Lots Nos. 335 and 336, on the Plan of Boyd Home Tract, as of record in Book 21, page 39, Register's Office for said County.

SAID part of Lot nos. 335 fronts 34 feet on the easterly side of 17th Avenue North, formerly Williams Avenue, and together with said part of Lot. No. 335 extends back between parallel lines, 100 feet to a dead line.

BEING the same property conveyed to Henry Eugene Hooper and James Timothy Putnam by deed from Robey H. Franklin and Hazel Anne B. Franklin of record in Book 5066, page 175, Register's Office for Davidson County, Tennessee.

In the event it should be desired and upon request of the Husband, the Wife agrees that she shall execute any necessary deed of conveyance conveying her interest in the above described property to the Husband. The Husband agrees to indemnify and hold the Wife harmless from any mortgage obligation or otherwise on the above described property.

9. The parties further agree that the Husband shall be vested with title to certain real estate located on Smith Springs Road in Davidson County, Tennessee and all of the Wife's right, title and interest in and to said real estate shall be divested and the same vested in the Husband in fee simple, said real estate being fully described as follows:

> A tract of land in 2nd Civil District of Davidson County, Tennessee, being more particularly described as follows: BEGINNING at an iron pin on south margin of New Smith Springs Road that is a distance of 652.75' easterly from common line between Lusk

property and the United States of America, and proceeding as follows: South 51° 36' East a distance of 30.0' to an iron pin; thence with a 4554.4' radius curve to the right a distance of 233.0 to an iron pin; thence, South 28° 51' West a distance of 526.7' to an iron pin; thence North 82° 12' West a distance of 300.0' to an iron pin, thence North 30° 39' East a distance of 684.8' to the point of beginning and containing 3.72 acres more or less. On this tract there is an easement granted to Columbia Gulf Transmission Company by Hugh W. Lusk, and described as follows: This easement extends 85' west and north of, and 130' east and south of, a line described as follows: Beginning at a point on south margin of Smith Springs Road that is a distance of 6.1' southeast of the easterly most front corner of above described tract and proceeding as follows: South 23° 05' West a distance of 178.4' South 32° 51' West a distance of 39.9' South 47° 53' West a distance of 39.9' South 59° 53' West a distance of 15.5' to a point on east line of tract #4 that is South 28° 51' West a distance of 269.6' from above mentioned front corner; thence South 59° 53' West a distance of 24.6' to a point; thence South 71° 55' West a distance of 389.5' more or less to a point on west line of Tract #4.

Being the same property conveyed to Henry E. Hooper and wife Faye Hooper by deed from Johnny W. Ellis, et ux, of record in Book 4407, page 834 of the Register's Office of Davidson County, Tennessee.

In the event either party is granted a decree of absolute divorce said decree shall accomplish vesting of the above real estate in the Husband or, if necessary, and in the event the Husband should request, the Wife agrees to execute a deed of conveyance conveying her said interest in the above real estate to the Husband. The Husband agrees to indemnify and hold the Wife harmless on a certain note indebtedness with First American Naitonal Bnak which was made in connection with the purchase of the above described property and further agrees to hold the Wife harmless on any other obligations arising out of said above described real estate.

10. The Wife does further agree that she shall not from and after the date of this agreement have any interest in any of the business assets, stock or other personal property of the Husband in connection with the operation and ownership of his business known as Hooper-Putnam Carpet Service, Inc. and the Wife does hereby relinquish any claim that she may have against the Husband or said business which may arise out of the marital relationship or otherwise.

11. It is understood and agreed that this Settlement Agreement is intended to be a final settlement of the property rights and interest of the respective parties hereto and a full discharge of their respective claims and obligations to each other and a full and complete discharge from all other claims arising out of their marital relationship, including without limitation, dower, curtesy, statutory allowance and homestead rights.

12. It is further agreed by the parties that as a result of their irreconcilable differences that either party may proceed in an action in the Circuit Courts of Davidson County, Tennessee upon those statutory divorce grounds and that this property settlement agreement shall be submitted to the Court as a part of that action and subject to the approval of the Court the same shall be made a final decree in such action.

13. This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs or assigns.

14. It is further understood by and between the parties that this agreement is entered into without influence, fraud, coercion, or for any other reason not stated herein. The provisions in this Agreement and their legal effect are fully known by each of the parties and each acknowledges that the same is fair, agreeable and is being entered into voluntarily.

IN WITNESS WHEREOF the parties have executed this instrument on this the /s 24 day of /s January, 1980.

/s Elmora Faye Hooper

/2 Henry Eugene Hooper

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, /s Phil K. George, a Notary Public, in aforesaid state and county, Elmora Faye Hooper, with whom I am personally acquainted, and who acknowledged in my

presence and under oath that she executed the above instrument for the purposes therein contained.

Dated this /s 24th day of /s January, 1980.

/s Phil K. George
Notary Public

My Commission Expires: /s 10-17-82

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, s/ Phil K. George, a Notary Public, in aforesaid state and county, Henry Eugene Hooper, with whom I am personally acquainted, and who acknowledged in my presence and under oath that he executed the above instrument for the purposes therein contained.

Dated this /s 24th day of /s January, 1980.

/s Phil K. George
Notary Public

My Commission Expires: /s 10-17-82

IT IS FURTHER ORDERED by the Court that pursuant to the settlement agreement entered into above between the parties in order to properly vest title to the real estate referred to in said agreement, all of the Plaintiff's right, title and interest in the following described real estate be and the same is hereby divested out of him completely and vested in the Defendant, Elmora Faye Hooper, absolutely and in fee simple as her sole and separate property, said real estate being more particularly described as follows, to-wit:

> Being Lot No. 75 on the Plan of Antioch Park, Section I, as of record in Book 3600, page 96, Register's Office for said County.
>
> Said Lot No. 75 fronts 70.0 feet on the northerly side of Benzing Road and extends back 144.5 feet on the westerly line and 152.6 feet on the easterly line, to a line in the rear on which it measures 98.43 feet.

Being the same property conveyed to Henry E. Hooper and wife, Faye P. Hooper, by deed from William E. Nail, et ux, of record in Book 4652, page 81 of the Register's Office of Davidson County, Tennessee.

It IS FURTHER ORDERED by the Court that pursuant to the settlement agreement entered into above between the parties in order to properly vest title to the real estate referred to in said agreement, all of the Defendant's right, title and interest in the following described real estate be and the same is hereby divested out of her completely and vested in the Plaintiff, Henry Eugene Hooper, absolutely and in fee simple as his sole and separate property, said real estate being more particularly described as follows, to-wit:

TRACT NO. I: Being the southerly 30 feet of the northerly 68 feet of Lots Nos. 335 and 336 on the Plan of Boyd Home Place, as of record in Book 21, page 39, Register's Office for said County.

SAID part of said lots front 30 feet on the easterly side of 17th Avenue, North, formerly Williams Avenue and extends back between parallel lines, 100 feet to a dead line.

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TRACT NO. IV: Being the northerly 34 feet of the southerly 68 feet of Lots Nos. 335 and 336, on the Plan of Boyd Home Tract, as of record in Book 21, page 39, Register's Office for said County.

SAID part of Lot Nos. 335 fronts 34 feet on the easterly side of 17th Avenue North, formerly Williams Avenue, and together with said part of Lot No. 335 extends back between parallel lines, 100 feet to a dead line.

BEING the same property conveyed to Henry Eugene Hooper and James Timothy Putnam by deed from Robey H. Franklin and Hazel Anne B. Franklin of record in Book 5066, page 175, Register's Office for Davidson County, Tennessee.

IT IS FURTHER ORDERED by the Court that pursuant to the settlement agreement entered into above between the parties in order to properly vest title to the real estate referred to in said agreement, all of the Defendant's right, title and interest in the following described real estate be and the same in hereby divested out of her completely and vested in the Plaintiff, Henry Eugene Hooper, absolutely and in fee simple as his sole and separate property, said real estate being more particularly described as follows, to-wit:

A tract of land in 2nd Civil District of Davidson County, Tennessee, being more particularly described as follows: BEGINNING at an iron pin on south margin of New Smith Springs Road that is a distance of 652.75' easterly from common line between Lusk property and the United States of America, and proceeding as follows: South 51° 36' East a distance of 30.0' to an iron pin; thence with a 4554.4' radius curve to the right a distance of 233.0 to an iron pin; thence, South 28° 51' West a distance of 526.7' to an iron pin; thence North 82° 12' West a distance of 300.0' to an iron pin, thence North 30° 39' East a distance of 684.8' to the point of beginning and containing 3.72 acres more or less. On this tract there is an easement granted to Columbia Gulf Transmission Company by Hugh W. Lusk, and described as follows: This easement extends 85' West and north of, and 130' east and south of, a line described as follows: Beginning at a point on south margin of Smith Springs Road that is a distance of 6.1' southeast of the easterly most front corner of above described tract and proceeding as follows: South 23° 05' West a distance of 178.4' South 32° 51' West a distance of 39.9' South 47° 53' West a distance of 39.9' South 59° 53' West a distance of 15.5' to a point on east line of tract #4 that is South 28° 51' West a distance of 269.6' from above mentioned front corner; thence South 59° 53' West a distance of 24.6' to a point; thence South 71° 55' West a distance of 389.5' more or less to a point on west line of Tract #4.

Being the same property conveyed to Henry E. Hooper and wife Faye Hooper by deed from Johnny W. Ellis, et ux, of record in Book 4407, page 834 of the Register's Office of Davidson County, Tennessee.

IT IS FURTHER ORDERED by the Court that the cost of this cause are taxed to the Plaintiff, for which execution may issue, if necessary.

Entered this 16 day of June, 1980.

Benson Trimble, Judge

APPROVED FOR ENTRY:

ORTALE, KELLEY, HERBERT & CRAWFORD

John W. Kelley
Attorney for Plaintiff
23rd Floor - Life & Casualty Tower
Nashville, Tennessee 37219
(615) 256-9999

Mail-7

IDENTIF. REFERENCE
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CERTIFICATE OF SERVICE

The undersigned does hereby certify that a true and correct copy of this Decree has been placed in the United States mail, postage prepaid, to Elmora Faye Hooper, the Defendant herein on this the 17th day of June, 1980.

John W. Kelley

Docket No. 80D-357 Minute Book 117B / Page 1106

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 *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* HENRY EUGENE HOOPER *Plaintiff, and* ELMORA FAYE HOOPER *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* 18th *day of* July *in the year one thousand nine hundred and* eighty *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*

Form #GR-117

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