5-1-80
40A/374

BOOK 5630 PAGE 538

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Map 118-7
Par 132
118-8- Par 216
119-9- Par 44
119-9-Par 43 Ts

RUBY FAYE HOOPER,	*	
Plaintiff,	*	
VS.	*	No. 97497
FRANK BALDWIN HOOPER, SR.,	*	
Defendant.	*	

FINAL DECREE OF DIVORCE

THIS cause came on to be heard before the Honorable Stephen North, Judge, on the 1st day of May, 1980, upon the Complaint for Absolute Divorce, answer of the defendant, statement of counsel that the case was now uncontested, testimony of the plaintiff, and from all of which the Court finds that the parties have irreconcilable differences, have entered into a Property Settlement Agreement providing for a division of property, and that the parties should be awarded an absolute divorce and restored to all the rights and privileges of unmarried persons.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the parties be and are hereby forever perpetually dissolved, that the plaintiff is awarded an absolute divorce from the defendant, and that both parties are restored to all the rights and privileges of unmarried persons subject to the provisions of the Property Settlement Agreement.

It further appears to the Court that the parties have entered into a Property Settlement Agreement, and IT IS THEREFORE ORDERED that said Property Settlement Agreement be and is hereby made a part of this Final Decree of Divorce in its entirety:

PROPERTY SETTLEMENT AGREEMENT

THIS Agreement made this 29th day of April, 1980, by and between FRANK BALDWIN HOOPER, SR., of Nashville, Davidson County, Tennessee (hereinafter called the "Husband"),

and RUBY FAYE HOOPER of Nashville, Davidson County, Tennessee, (hereinafter called the "Wife");

W I T N E S S E T H:

WHEREAS, the parties hereto, who were married on October 19, 1966, in Franklin, Tennessee, separated August 6, 1979, and since that date, have been living separate and apart; and

WHEREAS, an action for absolute divorce is now pending in the Fifth Circuit Court of Davidson County, Tennessee, in which the Wife is the plaintiff, and the Husband is the defendant; and

WHEREAS, the parties hereto desire to define their respective obligations to each other, and to record their understanding.

IT IS THEREFORE AGREED AS FOLLOWS:

1. PURPOSE OF AGREEMENT. This Agreement has been entered into between the Husband and the Wife for the purpose of defining their respective rights and obligations in the event of the entry of a final decree of absolute divorce in the action now pending in the Fifth Circuit Court of Davidson County, Tennessee, and on the condition that the provisions hereof are approved by the Court and incorporated in substance in such final decree. In the event the Court directs the entry of a final decree of divorce, either party may submit a decree for the approval of the Court, incorporating in substance the provisions of this Agreement.

2. It shall be lawful for the Husband and Wife at all times hereafter to live separate and apart from each other; each party shall hereafter be entirely free from any marital control of the other party as if each were unmarried; neither shall molest the other, nor interfere with the peace and comfort of the other, nor compel or seek to compel the other to associate, cohabit or deal with him or her.

3. DIVISION OF REAL AND PERSONAL PROPERTY. All property, both real and personal, owned by the parties is, pursuant to the provisions of Tennessee Code Annotated 36-825, equitably divided as follows:

(a) The real property located at 2514 Winford Avenue, Nashville, Tennessee, and being more particularly described as Lot No. 171 on the Plan of Grandview Heights, of record in Book 161, pages 14 and 15, Register's Office for Davidson County, Tennessee, shall belong to the Wife.

(b) The real property located at 2718 and 2720 Grandview Avenue, Nashville, Tennessee, and being more particularly described as Lots Nos. 44 and 45 on the Revised and Corrected Plan of Thompson and Ring's Subdivision of Edenwold Park, of record in Book 332, page 29, Register's Office for Davidson County, Tennessee, shall belong to the Husband.

(c) The real property located at 3001 Hobbs Road, Nashville, Tennessee, and being more particularly described as Lot No. 5 on the Plan of Russwood Heights, of record in Book 2133, pages 12 and 13, Register's Office for Davidson County, Tennessee, shall belong to the Wife.

(d) The real property located at 2811 Azalea Place, Nashville, Tennessee, and being more particularly described as Lot No. 23, Block B, on the Plan of Berry Hill Gardens, of record in Book 1130, page 36, Register's Office for Davidson County, Tennessee, shall belong to the Husband, subject to the existing notes and deeds of trust against said property.

(e) The real property located in Benton County, Tennessee, and in Hickman County, Tennessee, shall belong to the Wife.

(f) The real property described as River Rest Condominium, Section 2, shall belong to the Wife.

(g) All other real property, now owned by the Husband or the Wife individually, shall continue to be or shall become the separate property of the Husband or the Wife.

(h) The 1977 Cadillac Seville automobile, Serial No. 656927Q465470, shall belong to the Wife.

(i) 1977 Ford The red truck, Serial No. F37SU026151, and the 1968 Ford blue truck, Serial No. F25YLD15312, shall belong to the Husband.

(j) The following personal property shall be delivered by the Husband to the Wife and shall become the sole property of the Wife:

1 Digital Clock
1 Spanish Figurine
1 King-size Quilt
1 Cut Glass Dish
1 Black & Decker Drill
Key to Alarm System at 3001 Hobbs Road
1 Electric Skillet
Certain photographs of Wife's family
Certain deeds and documents formerly located in an old desk at 3001 Hobbs Road
1 Browning Automatic Light 12 Ga. Shotgun, Serial No. OG13579
1 Stevens 12 Ga. Double Barrel Shotgun, Model (I)335, Barrel No. 94821, Stock No. 94821
1 Stevens 20 Ga. Double Barrel Shotgun, Barrel No. H49752, Stock No. 149752

(k) Husband agrees to deliver to Wife one pistol to replace the Smith & Wesson 38 Caliber Revolver, Serial No. 68835, which has been sold by the Husband.

(l) All individually held bank accounts, stocks, bonds and other intangible personal property owned individually by the parties shall remain the property of that party.

(m) All furniture, furnishings, household goods and effects and any and all other tangible personal property presently in the possession of the parties shall belong and become the sole property of the party in possession.

4. NOTE AND DEED OF TRUST. Simultaneously with the execution of this Agreement, Husband agrees to execute and deliver to Wife a Note in the amount of $34,000.00, payable over a 12-year period in equal monthly installments of $446.57 per month, to commence on the 1st day of June, 1980; said Note to bear interest at the rate of 12% per annum. Husband further agrees to execute and deliver to Wife a Deed of Trust securing said Note on Lots Nos.

44 and 45 on the Revised and Corrected Plan of Thompson and Ring's Subdivision of Edenwold Park, of record in Book 332, page 29, Register's Office for Davidson County, Tennessee.

Of said $34,000.00 amount, the sum of $29,500.00 represents the Wife's interest in the real estate herein transferred, and the sum of $4,500.00 represents the value of the Wife's shares of stock in Hooper Sales and Erection, Inc., herein transferred to the Husband.

5. HOOPER SALES AND ERECTION, INC. It is agreed by the parties that the shares of stock of Hooper Sales and Erection, Inc., a Tennessee corporation, owned by the Wife, are to be transferred to the Husband, and the Wife shall be held harmless by the Husband from any and all debts due and owing by the corporation. By virtue of the transfer of the stock, the Wife releases any and all claims she has against the corporation and against the Husband as President of the corporation.

6. Husband agrees to deliver to Wife a Tool Box with a full set of tools.

7. DEBTS. The parties agree that at the time of the execution of this Agreement, there are no outstanding joint debts of the parties, and each party agrees to assume and be responsible for any and all debts incurred individually by the respective party prior to the date of the this Agreement. Each party agrees to hold the other harmless from the payment of any individual debt of the other party, and if either is called upon or compelled to pay any of such individual debts, the other party agrees to indemnify the paying party to the full extent of the amount paid.

8. The parties agree to enter into this Agreement and desire that it be incorporated as part of any final decree of divorce that may hereafter be entered in the Fifth Circuit Court of Davidson County, Tennessee.

9. Each party expressly agrees that he or she has entered into this Agreement after mutual consideration and advice of counsel, that consent to execution of this Agreement has not

been obtained by duress, fraud or undue influence by any person, that no representations of fact have been made by either party to the other except as herein expressly set forth, that each has full knowledge of the business affairs and nature, extent and value of the separate property of the other, and that this Agreement is fair and reasonable. This Agreement shall be binding upon the respective heirs, next of kin, executors, administrators and assigns of the parties.

10. Each of the parties agree to execute and deliver to the other party all documents that may be reasonably required to accomplish the intention of this Agreement, and shall do all things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment and conveyance of property and rights in such manner and with such force and effect as shall be necessary to effectuate the terms of this Agreement.

11. Each party agrees to pay the fees of their respective attorneys. The Husband agrees to pay the costs of the divorce action to the Fifth Circuit Court of Davidson County, Tennessee.

12. This Agreement shall be construed and governed in accordance with the laws of the State of Tennessee.

13. Following the execution of this Agreement, neither party shall be authorized to act as agent for the other in any transaction, and each agree that he or she shall not incur any debts or obligations for which the other shall be liable or responsible. Each agrees to indemnify and hold the other harmless against any and all debts or obligations made or incurred by him or her after the date of this Agreement.

IN WITNESS WHEREOF, the parties have signed and acknowledged this Agreement on the date hereinabove written.

/s/ Frank Baldwin Hooper, Sr.
FRANK BALDWIN HOOPER, SR.

/s/ Ruby Faye Hooper
RUBY FAYE HOOPER

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named FRANK BALDWIN HOOPER, SR., with whom I am personally acquainted and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 28th day of April, 1980.

/s/ Susan T. Mitchell
NOTARY PUBLIC

My commission expires:
1-22-84

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named RUBY FAYE HOOPER, with whom I am personally acquainted and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 29 day of April, 1980.

/s/ Fred E. Cowden, Jr.
NOTARY PUBLIC

My commission expires:
8-3-80

IT IS FURTHER ORDERED that the costs of this cause are assessed to the defendant, for all of which let execution issue if necessary.

ENTERED this 1st day of May, 1980.

/s/ Stephen W. Potts
JUDGE

APPROVED FOR ENTRY:

FRED E. COWDEN, JR.
Attorney for Plaintiff

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IDENTIF. REFERENCE
JUL 30 9 07 AM '80
FILED AND RECORDED
DAVIDSON COUNTY, TN.

I certify that a copy of the foregoing Final Decree of Divorce has been sent to Mr. Jack A. Butler, attorney for defendant, this 1 day of May, 1980.

FRED E. COWDEN, JR.

Docket No. 97497 Minute Book 40A Page 374

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* Ruby Faye Hooper *Plaintiff, and* Frank Baldwin Hooper, Sr. *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* 21st *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 Barbara Eddleman, *D. C.*

Form #GR-117