Map 43-15
Par 109 Jsl

IN THE DOMESTIC RELATIONS COURT FOR ROBERTSON COUNTY, TENNESSEE

MORGAN SLOAN)
)
Complainant)
)
VS.) No.
)
MARGARET L. SLOAN)
)
Defendant)

FILED 8-11 19 78
AT 11:45 O'CLOCK A M.
ANN M. STROUD, CLERK
BY Deputy Clerk

FINAL DECREE

BOOK 5657 PAGE 87

This cause came on to be heard on the 10th day of August, 1978, before the Honorable Charles Carter, Judge, Domestic Relations Court for Robertson County, Tennessee, upon the original Complaint, of the Defendant having been personally served with process and having failed to answer within the time prescribed by law, upon motion made by Complainant, the ground of cruel and inhuman treatment is deleted allowing this case to be heard, uncontested on the ground of irreconcilable differences, upon testimony of the Complainant, and upon the entire record in this cause. The Court affirmatively finds that the parties hereto have made adequate and sufficient provisions by written agreement as to the equitable settlement of any and all rights between the parties, and the Court further finds from the testimony of the Complainant and the entire record of this cause that he is entitled to an absolute divorce on the grounds of irreconcilable differences.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court, to-wit:

1. That the ground of cruel and inhuman treatment be and is hereby deleted as a ground for divorce and that this case be and is hereby heard, uncontested, on the ground of irreconcilable differences.

2. That the Complainant, Morgan Sloan, be, and he is hereby awarded and granted an absolute divorce from the Defendant, Margaret L. Sloan, and the bonds of matrimony heretofore subsisting between the parties are forever dissolved and for naught held, and the parties are restored all the rights and privileges of unmarried persons.

2. That the Property Settlement Agreement heretofore entered into by and between the parties pertaining to the division of the personal property jointly owned by the parties and the jointly owned real property, said agreement being affirmed by the Complainant and the Defendant as evidenced by their signatures thereto, is here and now approved, ratified and confirmed by the Court, and is hereby made an Order of this Court. A copy of said Agreement is attached hereto as Exhibit A, and made a part of this Final Decree.

3. That the Complainant, Morgan Sloan, be and is hereby required to pay the costs of this cause, for which execution may issue.

Charles Carter, Judge

APPROVED FOR ENTRY:

STEWART, BLACK, AYERS, BUCHANAN
& MATHIESEN
223 Madison Street
Madison, TN 37115

By: _____
Homer R. Ayers
Attorney for Complainant

CERTIFICATE

It is hereby certified that a true and exact copy of the foregoing Final Decree has been mailed to the Honorable W. A. Moody, Attorney for Defendant at his offices at 200 Church Street, Fou-th Floor, Nashville, Tennessee 37201, this the 14th day of _____, 1978.

_____
Homer R. Ayers

PROPERTY SETTLEMENT AGREEMENT

This Agreement entered into this the 20 day of July, 1978, by and between MORGAN SLOAN, hereinafter referred to as HUSBAND, and MARGARET L. SLOAN, hereinafter referred to as WIFE;

W I T N E S S E T H:

WHEREAS, certain differences have arisen between the parties which are irreconcilable and the HUSBAND has filed a suit for absolute divorce which is now pending in the Domestic Relations Court for Robertson County, Tennessee, charging as grounds for divorce irreconcilable differences; and

WHEREAS, the parties desire to agree upon and fix their rights and duties respecting their respective estates and all other matters concerning their respective rights and duties by reason of the marital relationship.

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights and questions and all matters arising by reason of the marital relationship and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

1. As a division of real property owned by the parties, all right, title and interest which HUSBAND may have in and to certain real property located in Davidson County, Tennessee, shall upon the final divorce hearing, be divested out of the HUSBAND and vested in WIFE to be hers absolutely, said property being more specifically and particularly described in the deed of record in Book 4834, page 108, Register's Office for Davidson County, Tennessee, from Malcolm Craig and wife, Janie L. Craig, to Morgan Sloan and wife, Margaret Sloan, as follows:

> Land in Davidson County, Tennessee, being 19, 10, 11 of Block "B" and a part of an unnumbered tract lying south of said lots on the Map of Anderson's Subdivision on Old Hickory Boulevard as of record in Book 974, pages 36 and 37, Register's Office for said County.

> Said lots adjoin and front together 75 feet on the south side of Old Hickory Boulevard and run back between lines 184.2 feet on the east line and 185.9 feet on the west line to a dead line in the rear on which they measure 75 feet.

WIFE shall immediately assume the payment of all future and incurred utilities, insurance and taxes on the said property. HUSBAND shall complete the plumbing and wiring in connection with the building structure on said property within six (6) months from date and in the event HUSBAND fails to complete the plumbing and wiring in the said premises within six months from date, WIFE shall be free to contact the said work to be completed by a contractor or contractors of her choice and shall charge the cost of said work to HUSBAND.

2. As a division of real property owned by the parties, all right, title and interest which WIFE may have in and to certain real property located in the 12th Civil District of Robertson County, Tennessee shall, at the final divorce hearing, be divested out of WIFE and vested in the name of HUSBAND to be his absolutely, said property being more particularly and specifically described in a deed of record in Book 149, page 569, Register's Office for Robertson County, Tennessee, from David S. Fryling and wife, Ruth Ann Bauman Fryling, to Margaret L. Sloan, as follows:

> Beginning at a point, a stone in Arthur McKnight's south line, F. E. Algood's northwest corner, and the northeast corner of this land; thence with the line of said Algood South 21° West 586 feet to a pile of stones with maple pointer, a corner to said Algood, David J. Entz and Jack D. Walker; thence with a valley and the line of said Walker as follows: North 84° 30' West 97 feet to a 20 inch elm; North 51° 45' West 262 feet to a 24 inch elm; North 44° 45' West 147 feet to an 18 inch sweet gum; North 57° 15' West 278 feet to a 15 inch hickory at the fork of the valley; thence with the line of said Walker North 31° 30' East 280 feet to a 15 inch white oak, a corner to said Walker in the line of aforesaid McKnight; thence with the line of said McKnight South 3° West 48.5 feet to a 10 inch hickory, a corner in the line of said McKnight; thence with the line of said McKnight South 85° East 680 feet to the beginning, containing 6.88 acres, more or less.

HUSBAND shall immediately assume the payment of all future and incurred utilities, insurance and taxes on the said property. HUSBAND shall pay in full or assume the balance due on a certain loan or note executed by WIFE to the Wassito Credit Union.

3. The parties have filed a joint income tax return for the year 1977 for which a refund is expected. Any refund from the said taxable year shall be divided equally between the parties.

4. As a division of all personal property, all right, title and interest which WIFE may have in and to a 1972-mobile home (65' x 12') presently located on the property described in Paragraph 2 above in Robertson County, Tennessee, shall, at the final divorce hearing, be divested out of WIFE and vested in HUSBAND to be his absolutely, subject to any mortgage or encumbrance on same, all of which shall be assumed by HUSBAND. WIFE shall assist HUSBAND in executing any documents necessary for the transfer of title in the said mobile home to HUSBAND.

5. The parties have three (3) automobiles -- a 1970 Plymouth two-door hard top automobile, a 1971 Chevrolet Vega automobile and a 1968 Buick automobile -- none of which are encumbered. Ownership and control of the 1968 Buick automobile and the 1970 Plymouth two-door hard top automobile shall be vested in WIFE. Ownership and control of the 1971 Chevrolet Vega automobile shall vest in HUSBAND. Each party shall assist the other in executing any documents necessary for the transfer of title to each of the vehicles in accordance with this Agreement. After the date of the final divorce hearing, each of the parties shall have sole responsibility for maintenance, upkeep and insurance on his or her respective automobile.

6. WIFE shall have the following described personal property:

1 Organ	1 Television
1 Accordian	1 King size bed exclusive of mattress and springs
1 Recliner	
1 Compactor	Antique Furniture & dishes
Small appliances	Lawn mower
Seal-A-Bag Rug cleaner	Wheel barrow
Waffle iron	Weedeater
Vacuum	Clothesline
Iron	1 Ironing Board
Floor Lamp	1 Hand Saw
Blender	1 Outside metal shelf
Floor Polisher	Wheel Fan
Cook Stove	Carpet in Gene's room and green carpet

7. As alimony in solido, HUSBAND shall pay to WIFE within sixty (60) days from date the sum of Two Thousand Five Hundred and No/100 ($2,500.00) Dollars in cash.

8. WIFE shall assume the payment of the presently existing balance of credit card accounts through Cain-Sloan, Montgomery-Ward, Sears, Penney's, and other department store accounts. HUSBAND shall assume the payment of all other debts or expenses incurred by the parties prior to date unless such debt or expense was incurred solely by WIFE without HUSBAND's knowledge, pledging her credit along, in which case WIFE shall assume such debt or debts.

9. The parties further agree that each will use his or her best effort to properly effectuate this Agreement and that each will sign or execute such deeds, documents or title or other instruments necessary to effectuate the intent and provisions of this Agreement. The parties further agree that each will cooperate with the other in vacating and removing such property from the premises that will be divest to the other as soon as practicable.

10. That the checking account heretofore recognized as the joint checking account of the parties shall be equally divided between HUSBAND and WIFE.

11. HUSBAND shall pay to attorney William A. Moody, the sum of One Hundred Fifty and No/100 ($150.00) Dollars toward WIFE's attorney's fees for her attorney. HUSBAND shall have the responsibility for the costs of all attorney's fees for his attorney and all Court costs in connection with the said divorce proceedings.

12. The parties hereto agree and acknowledge that this Agreement is entered into by each of them with the full knowledge on the part of each of them of the extent and probate value of all property and estate of the parties jointly and personally, and each of the parties hereby forever releases and surrenders all of his or her right, title and interest, marital or otherwise, in and to all of the estate whether real, personal, intangible, or mixed, now owned or hereinafter acquired of or by the other party, except as he or she may be bound by the promises and covenants contained in this Agreement.

13. The parties agree that this Agreement, subject to Court approval, shall be incorporated in and made a part of any decree of divorce which may be entered hereafter.

IN WITNESS WHEREOF, the parties hereto have set their signatures this 20 day of July, 1978.

MORGAN SLOAN

MARGARET L. SLOAN

STATE OF TENNESSEE:

COUNTY OF DAVIDSON:

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

WITNESS my hand and official seal this 28th day of June, 1978.

Notary Public

HOMER R. AYERS
Notary Public, State of Tenn. at Large
Commission Expires 2-14-81

My commission expires

STATE OF TENNESSEE:

COUNTY OF DAVIDSON:

Personally appeaared before me, the undersigned, a Notary Public in and for said County and State, MARGARET L. SLOAN, with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purposes contained therein.

WITNESS my hand and official seal this 20th day of July, 1978.

Nola Walker
Notary Public

My commission expires: 8-12-80

STATE OF TENNESSEE

COUNTY OF ROBERTSON

I, Ann M. Stroud, Clerk of the Circuit Court and General Sessions Court, (Domestic Relations Court and Workmen's Compensation Court), do hereby certify that the foregoing is a true and correct copy of the divorce decree of Morgan Shaw vs. Margaret L. Shaw, dated 8-10-78 as the same appears in Civil and Criminal Minute Book 18, page 61.

Witness my hand and official seal of office this 23 day of Sept., 1980.

Sally P. Graham, Dep.
CLERK

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IDENTIF. REFERENCE

SEP 29 10 53 AM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.