7-31-79
113A 418

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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RAYMOND M. MILLIKEN)
)
)
)
VS.) NO. 95619
)
)
)
MARY J. MILLIKEN)

FINAL DECREE OF DIVORCE

This cause came on to be heard on this 20th day of July, 1979, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original petition filed in this cause, default judgment having been entered against the defendant, statement of counsel representing plaintiff, and upon the entire record;

From all of which it appears to the Court that the allegations of the plaintiff's petition have been fully sustained by the proof; and that the plaintiff, Raymond M. Milliken, is entitled to an absolute divorce from the defendant on the grounds of irreconcilable differences, and restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties have entered into a Property Settlement Agreement, which Agreement is attached hereto.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the Plaintiff, Raymond M. Milliken, be and he is hereby granted an absolute divorce from the defendant, Mary J. Milliken, and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court that the Property Settlement Agreement entered into by the parties be ratified and confirmed and made the order of the Court.

The cost of this cause is adjudged against the plaintiff, Raymond M. Milliken, for which let execution issue if necessary.

4.00 Cash
4.80.80

ENTER, this _____ day of _____, 1979.

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/s/ Benson Drinkle
JUDGE

APPROVED FOR ENTRY:

/s/ David J. Levine
DAVID J. LEVINE
Attorney for Plaintiff

RUSH

IDENTIF. REFERENCE

SEP 30 12 17 PM '80

FELIX A. WILSON REGISTER
DAVIDSON COUNTY, TENN.

91031G

CERTIFICATE

I hereby certify that on this 30th day of July, 1979, I mailed a copy of the foregoing Final Decree of Divorce to the defendant, Mary J. Milliken, at her last known address, Creekwood Drive, Hawkinsville, Georgia 31036.

/s/ David J. Levine
DAVID J. LEVINE

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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 ~~correct transcript~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Raymond M. Milliken *Plaintiff, and* Mary J. Milliken *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* September *in the year one thousand nine hundred and* Eighty *and in the* 305th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*
By Virginia Hutchison, *D. C.*

Form #GR-117

PROPERTY SETTLEMENT AGREEMENT

This agreement entered into on this ____ day of _____, 1979, by and between the parties signed below, hereinafter called "wife" and "husband".

WHEREAS, the parties desire to enter into the following agreement as a complete and final settlement with respect to all rights arising out of their marriage and all questions of alimony, child support (if applicable) and the division of their estate. It is accordingly understood and agreed that this agreement is a full discharge of all parties from the cliams that each might have against the other or may hereafter acquire in each other's property including homestead, inheritance, alimony, child support (if applicable and subject to Court approval) dower, dissent and distribution and any right not specifically set out herein is released, discharged and waived.

Husband shall retain all right, title and interest in the real estate at 1130 Bubbling Wells Road in Madison, Tennessee as well as the mobile home thereon and all furnishings contained in the mobile home go to husband.

Wife shall have the right to live in the Hawkinsville, Georgia house and such property shall not be sold except on the agreement of both parties. In the event that the parties agree upon the value of the Hawkinsville property and one desires to purchase the property, it may be sold to that party upon agreement as to price and terms. In the event that such property is sold to someone other than the husband or wife, the equity therein shall be divided equally.

Husband shall be responsible for all bills of the parties through the date of this agreement and shall keep up payments on all real estate and personal property upon which there is an indebtedness.

Husband agrees to place the camper up for sale and divide the equity therein after the indebtedness thereon is paid off.

Wife shall receive all furniture at the Hawkinsville property.

Each party shall keep their respective motor vehicles and husband shall keep the boat.

If there is any refund on the 1978 income tax, such refund shall be divided equally.

_____ _____

HUSBAND WIFE

Sworn to and subscribed before me this 14th day of March, 1979.

_____

NOTARY PUBLIC

My Commission Expires: