IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

PAUL PYLE	)	
	)	
vs.	)	No. 97922
	)	
DONNA GAYLE PYLE	)	

F I N A L D E C R E E

THIS CAUSE came on to be heard on the 26th day of February, 1980 before the Honorable Harry S. Lester, Judge, upon the original Complaint for Absolute Divorce filed by Paul Pyle, Answer and Cross-Bill of Donna Gayle Pyle, announcement to the Court that the parties would proceed on the ground of irreconcilable differences, submission to the Court of a written Property Settlement Agreement entered into by and between the parties and rendered to the Court for approval, testimony of the Cross-Complainant in open Court, statement of counsel and the entire record in this cause. From all of which it appears to the Court that irreconcilable differences exist between the parties pursuant to Tennessee Code Annotated Section 36-801, et seq., as amended. It further appears to the Court that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of the parties' minor children and for the equitable settlement of property rights between the parties.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved, and that the Cross-Complainant Donna Gayle Pyle, is granted an absolute divorce from the Cross-Defendant, Paul Pyle, and they are 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 signed by the parties of even date herewith is approved and shall be incorporated herein by

reference as though set forth verbatim and a true and accurate copy is attached hereto.

The costs of this cause are taxed against the Cross-Defendant, Paul Pyle, for all of which let execution issue, if necessary.

ENTERED this 24 day of March, 1980.

HARRY S. LESTER, Judge

APPROVED FOR ENTRY:

J. MICHAEL JACOBS, Attorney for
Donna Gayle Pyle

CERTIFICATE

I hereby certify that a copy of the foregoing Final Decree has been mailed to the Cross-Defendant's attorney of record, James W. Rutherford, at 315 Union Street, Nashville, Tennessee 37201, postage prepaid on this 5 day of March, 1980.

J. MICHAEL JACOBS

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

PAUL PYLE	)	
	)	
vs.	)	No. 97922
	)	
DONNA GAYLE PYLE	)	

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between DONNA GAYLE PYLE, hereinafter called "WIFE" and PAUL PYLE, hereinafter called "HUSBAND."

WHEREAS, certain difficulties have arisen between the parties which have caused them to determine that they can no longer continue the marriage relation, and it is the desire of both parties finally and for all times to determine and settle their property rights, all rights of support, maintenance, alimony, dower, distributee share, and homestead rights, together with all rights existing between the parties growing out of their marital relationship.

NOW, THEREFORE, for and in consideration of the mutual promises herein made and the acts to be performed, the parties agree as follows:

1. That the HUSBAND is to receive the 1977 Ford Thunderbird automobile which is currently titled in HUSBAND'S name, and all right, title and interest in and to said vehicle shall be divested from WIFE and vested in HUSBAND.

2. That the parties have previously divided all personal property owned by the parties and each party shall be vested with all the right, title and interest in the property in their possession with the exception that the HUSBAND is to receive the following items which are currently in the WIFE'S possession:

(a) dinette set with chairs;

(b) bookcase;

(c) movie camera; and

(d) projector.

3. That the parties own as tenants by the entirety a residence which is commonly known as 339 Janette Avenue, Goodlettsville, Tennessee, the same being more particularly described as certain real estate in Davidson County as follows:

> BEING Lot No. 286 on the Plan of Gatewood Subdivision, Section 3, as of record in Book 4175, page 50, Register's Office for said County.
>
> Said lot fronts 75 feet on the northwest margin of Janette Avenue and runs back 212.1 feet on the northeast line and 204.6 feet on the southwest line to a dead line in the rear on which it measures 75.17 feet.
>
> Being the same property conveyed to Paul G. Pyle and wife, Donna Gayle Pyle, by deed from Blaylock and Sullivan Builders, Inc. of record in Book 4700, page 656, said Register's Office.

That the parties agree that the home and residence indicated above shall become the sole and separate property of WIFE, Donna Gayle Pyle, and that all HUSBAND'S, Paul Pyle, right, title and interest in and to said real estate shall be divested from him and vested exclusively in her upon payment for his interest in the existing "equity" as hereinafter provided. That the parties agree that as soon as practical after execution of this Agreement to mutually select a certified real estate appraiser for the purpose of determining the market value of the residence. Each party shall pay one-half (1/2) of the fee charged by the appraiser. From the market value of the residence, the equity of the parties shall be determined by subtracting the amount owed upon a certain note and secured by Deed of Trust, payable to Farmer's Home Administration, Paul M. Kroger, State Director, as of record in Book 4700, page 658, Register's Office for Davidson County, Tennessee and the indebtedness owed to the father of the WIFE in an amount of Two Thousand and no/100 Dollars ($2,000.00) for installation of central air in the residence. The amount of HUSBAND'S equity as determined by the preceding formula shall constitute a lien upon the real estate for the benefit of the HUSBAND until paid upon the earlier happening

of the following events: upon sale of the residence to any third party; remarriage of the WIFE in which event HUSBAND'S equity shall be paid in installments as then agreed upon between the parties; upon the youngest child of the parties, i.e. Keith Glen Pyle, date of birth January 23, 1978, reaching eighteen (18) years of age in installments as then agreed upon between the parties. The parties agree to submit a supplemental "Agreed Order" to the Court incorporating the appraiser's report and detailing the corresponding value of HUSBAND'S equity. The parties further agree that any arrearage which may develop subsequent to the execution of this Agreement in child support payments as set forth herein may at WIFE'S option be applied toward payment of the HUSBAND'S equity in the residence or at her election collected by normal contempt or civil proceedings in Court. WIFE shall assume the monthly house note as noted of record above in the approximate amount of One Hundred Fourteen and no/100 Dollars ($114.00) and shall hold HUSBAND harmless therefrom.

4. That the exclusive care, custody and control of the parties' minor children, Kirk Dwayne Pyle, date of birth March 20, 1973 and Keith Glen Pyle, date of birth January 23, 1978, shall be with the WIFE, subject to the HUSBAND'S rights of visitation on each weekend from 5:30 P.M. on Fridays over night until 3:00 P.M. on Saturdays. In the event HUSBAND is unable to exercise the aforestated visitation privileges because of having to work on Saturday, he shall make arrangements for another weekly visitation at least forty-eight (48) hours in advance of the time he is to pick the children up that is mutually agreeable between the parties. That the HUSBAND shall pay as child support directly to the WIFE, the sum of Fifty and no/100 Dollars ($50.00) per week beginning on the execution of this Agreement. The parties further agree that pursuant to a prior child support order of the Court the HUSBAND is currently in arrearage seven Fifty Dollar ($50.00) weekly installments as of the

21st day of February, 1980. Said arrearage totalling Three Hundred Fifty and no/100 Dollars ($350.00) shall be paid by the HUSBAND at the rate of an extra Ten and no/100 Dollars ($10.00) per week for thirty-five (35) consecutive weeks beginning March 7, 1980.

5. That the HUSBAND shall pay WIFE'S attorney of record, J. Michael Jacobs, a fee in an amount of Three Hundred and no/100 Dollars ($300.00), inclusive of the One Hundred and no/100 Dollars ($100.00) heretofore ordered by the Court, for services rendered to the WIFE in this cause. That HUSBAND hereby grants the said, J. Michael Jacobs, a lien upon his interest in the equity in the residence for payment of said fee. That HUSBAND further agrees to pay all the Court costs as pertaining to any divorce between the parties.

6. That HUSBAND shall maintain in full force and effect hospitalization insurance upon the parties' minor children and further be responsible for medical and dental bills not covered under the aforestated insurance. That the WIFE agrees to continue to pay the life insurance premiums upon the minor children with Founders Security and Life & Casualty. HUSBAND agrees to a change of beneficiary to WIFE on said policies.

7. It is further agreed and understood that this Agreement is intended to be the final settlement of the property rights of the respective parties and is a full discharge of HUSBAND and WIFE from all other claims arising out of their marital relations and each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the laws of any jurisdiction in the other's property, including without limitation, by waiver of dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent or distribution, alimony and support, rights to act as administrator or executor of the other's estate, and this Agreement

applies to all property now owned by HUSBAND and WIFE and any property that either of them may acquire in the future. The WIFE and HUSBAND both acknowledge that the provisions of this Agreement are fair, adequate and satisfactory and accept them in full and final settlement of all claims and demands upon each other.

8. It is further understood and agreed by the parties that this Property Settlement Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any other reason not herein stated.

IN WITNESS WHEREOF, the parties have read this Agreement and have familiarized themselves with its contents and signed and executed this Agreement on the 5 day of March, 1980, as to the WIFE, and the _____ day of _____, 1980, as to the HUSBAND.

Donna Gayle Pyle
Donna Gayle Pyle, WIFE

Paul L Pyle
Paul Pyle, HUSBAND

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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* ~~xxxxxxxxxxxx~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* PAUL PYLE *Plaintiff, and* DONNA GAYLE PYLE *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* 22nd *day of* October *in the year one thousand nine hundred and* eighty *and in the* two hundred fifth *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By N L Rowland, *D. C.*

Form #GR-117

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 DONNA GAYLE PYLE, one of the bargainors, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this the 5th day of March, 1980.

Linda K. Ford
Notary Public

My commission expires:
10-15-83

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 PAUL PYLE, one of the bargainors, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this the 19th day of March, 1980.

Sharon Lane Wilkins
Notary Public

My commission expires:
July 17, 1983

RUSH

G.I. 3860

IDENTIF. REFERENCE

OCT 22 | 09 AM '80

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

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