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FILED
1988 SEP 30 PM 2:11
GEORGE L. ROOKER, CLERK

2705

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DEANIE GREGORY FLOYD

Plaintiff

VS.

PHILLIP COLLINS FLOYD

Defendant

No. 80D-2487

Av

1493/1324

Map 61-4
Par 2 Ts

FINAL DECREE

This cause came to be heard on the 29th day of September, 1988, before the Honorable Hamilton Boyden, Judge for the Circuit Court of Davidson County, Tennessee, upon the original Complaint for Divorce, as heretofore filed, testimony of the Plaintiff, Deanie Gregory Floyd on grounds of Irreconcilable Differences, statements of counsel, and the entire record, from all of which it appeared to the satisfaction of the Court, that the Plaintiff should be entitled to a Divorce on the grounds of irreconcilable differences.

It further appears to the Court that the Parties have entered into a Property Settlement Agreement, which Property Settlement Agreement is found to be fair and will be the order of this Court.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing and subsisting between the Plaintiff, Deanie Gregory Floyd, and the Defendant, Phillip Collins Floyd, are herein now and forever perpetually dissolved, and the Plaintiff, Deanie Gregory Floyd, is awarded an Absolute Divorce from the Defendant, Phillip Collins Floyd.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Parties have entered into a Property Settlement Agreement to wit:

PROPERTY SETTLEMENT AGREEMENT

There is now pending in the Circuit Court of Davidson, a divorce styled, Deanie Gregory Floyd vs. Phillip Collins Floyd, the same being docket number 80D-2487, and it appears that the Parties are unable to

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reconcile their differences and it would be to their mutual benefit if the Parties settle their differences as to the division of property, and they have entered into the following agreement.

W I T N E S S E T H:

For and in consideration of the promises, the mutual agreements made herein one to the other and other good and valuable considerations, the Parties hereto agree as follows:

1. That the house and lot owned by the Parties and located at 5018 Inglewood Court, Nashville, Tennessee 37215 be the sole and exclusive property of the Plaintiff and all right, title and interest in the Defendant, Phillip Collins Floyd shall be divested out of him and vested in the Plaintiff, Deanie Gregory Floyd. Property Description is to wit:

Land in the 11th Civil District of Davidson County, Tennessee, being part of Lot No. 34 of Block "D" on the plan of Inglewood Hts Subdivision of the A.G. Coleman Property described according to a survey made by G. L. Gant, August 31st, 1945, as follows:

Beginning on the easterly margin of Inglewood Court at the corner of Lot Nos. 34 and 33; thence with the line between two lots eastwardly 194.3 feet; thence northwardly 184.8 feet to a point 40 feet south of the corner of lots Nos. 33 and 34; thence westwardly 40 feet, more or less, to the N. E. between lots Nos. 33 and 34; thence with the line between said two lots, southwestwardly 254.1 feet to the easterly margin of Inglewood Court; thence with said Court southwardly 65.33 feet to the beginning.

Being the same property conveyed to Phillip C. Floyd and wife, Deanie G. Floyd, by deed from Martha B. Cron of record in Book ~~1542~~, Page ~~97~~, Register's Office, Davidson County, Tennessee. 5491 361

This conveyance is subject to any and all existing easements of record.

2. The tax refund of $4,117.20 which is currently being held in the Plaintiff's Attorney's Law Office shall be equally divided between the Parties. The Tax Refund that is due to the Parties shall be the sole and exclusive property of the Plaintiff, and the Defendant agrees to endorse the check over to her.

3. All the furniture and furnishings owned by the Parties shall become the sole and exclusive property of the Plaintiff, with the Defendant to have his personal belongings which shall be removed from the premises of the Parties on the date this Agreement is executed.

4. The Plaintiff shall pay $400.00 on the Visa Charge Card. All other

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debts and charge cards of the Parties, shall be paid by the Defendant and Defendant agrees to hold the Plaintiff harmless on the same. The Defendant shall pay all debts of Phil's Lobby, Inc. and to hold the Plaintiff harmless on same.

5. The Plaintiff will be restored to her maiden name of Deanie Gregory.

6. The Plaintiff shall pay the Attorney's fees in the cost of this cause.

7. That this Agreement is binding on the heirs, legatees, devisees, assigns, administrators, or executors of both the Parties to this Agreement.

8. The Defendant acknowledges and agrees that this divorce is being filed on grounds of irreconcilable differences and that this Property Settlement Agreement is being filed simultaneous therewith, and that therefore, according to law he need not be served with process and recognizes that he will not be served with process in this cause.

THIS AGREEMENT constitutes a full, final and complete Agreement between the Parties to be entered into a part of the Final Decree of Divorce in the event a Divorce is granted to either of the PARTIES, and that there are no other Agreements by and between the Parties, written or otherwise.

ENTERED this _____ day of _____, 1980.

_____
Deanie Gregory Floyd

Sworn to and subscribed before me this _____ day of _____, 1980.

_____
NOTARY PUBLIC

My Commission Expires:

_____

_____
Phillip Collins Floyd

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Sworn to and subscribed before me this ____ day of _____, 1980.

_____
Notary Public

My Commission Expires:

_____

It is found by the Court that the above Property Settlement is fair to all parties concerned and that, therefore, same is made an Order and Judgment of this Court.

ENTERED this 30th day of Sept., 1980.

_____
Judge, Hamilton Gayden

_____
Eleanor T. Mead
Attorney for Plaintiff

IDENTIF. REFERENCE
FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.
NOV 5 2 12 PM '80
G.I.G.O. 5 6

Docket No. 80D-2487 Minute Book 149B Page 1324

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* Deanie Gregory Floyd *Plaintiff, and* Phillip Collins Floyd *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* 3rd *day of* October *in the year one thousand nine hundred and* Eighty *and in the* 205th *year of American Independence.*

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

Form #GR-117

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