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IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BETTY ANN HOWARD HARNAGE,)
)
Plaintiff,)
)
vs.) NO. 80D-3360
)
)
HARVEY EDWARD HARNAGE,)
)
Defendant.)

FINAL DECREE

This cause came on to be heard on the 19th day of December, 1980, before the Honorable Joe C. Loser, Jr., Judge of the Third Circuit Court for Davidson County, Tennessee, upon the plaintiff's Complaint for Absolute Divorce, the defendant having dispensed with the need for personal service by entering into a written and notarized Child Custody, Child Support and Property Settlement Agreement, as provided for by T.C.A. §36-801(II), judgment by default heretofore taken, the testimony of the plaintiff in the Complaint, written Interrogatories of the Plaintiff submitted to the Court, and upon the entire record; from all of which it is found by the Court that the plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED by the Court that the plaintiff, Betty Ann Howard Harnage, be, and hereby is, awarded an absolute divorce from the defendant, Harvey Edward Harnage, and that each party be restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the parties' Child Custody, Child Support and Property Settlement Agreement heretofore submitted to and approved by the Court, and attached hereto, be incorporated into and made a part of this Final Decree.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the costs of this cause be assessed against the plaintiff, for which execution may issue if necessary.

ENTER, this ___ day of _____, 198__.

JUDGE 12/19/80

SUBMITTED FOR ENTRY:

DAVID A. HARRELSON
Attorney for Plaintiff
2108 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
Telephone: 615/244-7706

cc: Mr. Harvey Edward Harnage
321 Walton Lane - Apt. #D-57
Madison, Tennessee 37115

cc: Ms. Betty Ann (Howard) Harnage
8167 Bonnafair Drive
Hermitage, Tennessee 37076

80D-3360 120A/40

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* ~~correct transcript~~ true COPY *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* BETTY ANN HOWARD HARNAGE *Plaintiff, and* HARVEY EDWARD HARNAGE *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* 29th *day of* December *in the year one thousand nine hundred and* eighty *and in the* two hundred fifth *year of American Independence.*

GEORGE L. ROOKER, *Clerk*

By _____ D. C.

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BETTY ANN HOWARD HARNAGE	)	
	)	
vs.	)	NO. 80D-3360
	)	
HARVEY EDWARD HARNAGE	)	

CHILD CUSTODY, CHILD SUPPORT
AND
PROPERTY SETTLEMENT AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants, promises, and undertakings hereinafter more fully set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, THIS AGREEMENT is made and entered into this 27th day of August, 1980, by and between BETTY ANN HOWARD HARNAGE, hereinafter referred to as "Wife", and HARVEY EDWARD HARNAGE, hereinafter referred to as "Husband", for the purpose of defining certain rights and privileges and transferring certain properties, effective now and on the date an Absolute Divorce is granted. THEREFORE, the parties do agree as hereinbelow set out:

1. The parties agree that three children were born of this marriage, but that two of these children, Harvey Edward Harnage, II, born June 14, 1959, and James Floyd Harnage, born July 7, 1960, have reached their respective ages of majority and are fully emancipated. The Wife shall have exclusive care, custody and control of the only remaining minor child of the parties, Julie Anne Harnage, born December 5, 1964; and the Husband shall have reasonable visitation with said minor child at such times and places as the parties may mutually agree.

2. The Husband shall pay directly to the Wife the sum of One Hundred Dollars ($100.00) per month as and for child support for said minor child, until said minor child reaches the age of majority, or otherwise becomes emancipated.

3. The Wife presently carries in full force and effect, and agrees to continue same in full force and effect, health insurance through The Gideons International, which provides health insurance coverage and medical benefits for the minor child of the parties.

4. The parties hold joint interest in two homes, and they have agreed as follows: (a) the Wife shall have all right, title and interest in and to a house and lot located at 8167 Bonnafair Drive, in Hermitage, Davidson County, Tennessee, 37076, and she shall be solely responsible for the repayment of any mortgages, debts or encumbrances secured by said real property; and (b) the Husband shall have all right, title and interest in and to a house and lot located at 3013 Palmetto Avenue, Green Cove Springs, Florida, 32043, and he shall be solely responsible for the repayment of any mortgages, debts or encumbrances secured by said real property.

5. The Wife shall have all right, title and interest in and to one (1) 1978 Chevrolet Impala automobile, currently titled in her name; and she shall be solely responsible for the repayment of a certain loan made to her by Third National Bank, with an approximate balance due of $2,796.00, which loan financed the purchase of said automobile.

6. The Husband shall have all right, title and interest in and to one (1) 1976 Chevrolet Impala automobile, currently titled in the names of both parties, and the same being unencumbered. The Wife hereby agrees to sign any documents necessary to place title to said automobile solely in the Husband's name.

7. All interest in any tangible personal property owned by the parties and now in the possession of the Wife is hereby divested out of the Husband and vested solely in the

Wife; and all interest in any tangible personal property owned by the parties and now in the possession of the Husband is hereby divested out of the Wife and vested solely in the Husband.

8. The Husband shall assume sole responsibility for the repayment of any debts incurred by the parties on the following credit card accounts, up to the date of the signing of this Agreement: (a) Master Charge; (b) J. C. Penney Company; (c) Sears, Roebuck & Company; and (d) Chevron Oil Company.

9. The Wife shall have the right to retain the use of her married name, Betty Ann Harnage.

10. It is mutually understood and agreed by and between the parties hereto that this is a complete and final Property Settlement Agreement between them; and that in the event a divorce is granted, neither of them will ever hereafter have any property claims whatsoever against the other, except as described and provided for herein.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

BETTY ANN HOWARD HARNAGE HARVEY EDWARD HARNAGE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, BETTY ANN HOWARD HARNAGE, with whom I am personally acquainted, and who acknowledged to me that she signed the within Child Custody, Child Support, and Property Settlement Agreement as her free act and deed for the purposes therein contained, this 8th day of August, 1980.

NOTARY PUBLIC

My commission expires:

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, HARVEY EDWARD HARNAGE, with whom I am personally acquainted, and who acknowledged to me that he signed the within Child Custody, Child Support, and Property Settlement Agreement as his free act and deed for the purposes therein contained, this 27th day of August, 1980.

Rebecca B. Eads
NOTARY PUBLIC

My commission expires:
June 21, 1984.

RUSH

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IDENTIF. REFERENCE

DEC 29 2 54 PM '80

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.