117B/1407

BOOK 5695 PAGE 424

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

Map 84-15
Par 99 JJ

PENELOPE EGGLESTON BOYETT)
)
)
VS.) NO. 80D-989
)
)
LARRY RAY BOYETT)

FINAL DECREE

This cause came on to be heard May 23, 1980, before Honorable Benson Trimble, Judge, Fourth Circuit Court, Davidson County, Tennessee, upon plaintiff's Complaint for absolute divorce, notarized Property Settlement Agreement signed by the respective parties herein, testimony of the plaintiff heard in open Court, statement of counsel and upon the entire record herein, from all of which the Court finds, that the allegations have been fully sustained by the proof, that is, that the parties have irreconcilable differences and can no longer live together as man and wife.

It is therefore ORDERED and DECREED by the Court that the plaintiff, Penelope Boyett, be and is hereby awarded an absolute divorce.

It further appears to the Court that the Property Settlement as entered into by and between the parties is fair and equitable in all respects and should be made the judgment of the Court, said Agreement being in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

Filed 13 in 8:11

THIS AGREEMENT made and entered into on this the 17th day of March, 1980, by and between PENELOPE EGGLESTON BOYETT, hereinafter designated as the "Wife" and LARRY RAY BOYETT, hereinafter designated as the "Husband".

That irreconcilable differences exist between the parties, and the Wife has heretofore filed an action for absolute divorce in the 4th Circuit Court of Davidson County, Tennessee, under docket number 80D-789, and the parties desire to settle their property disputes and enter into this Agreement.

W I T N E S S E T H :

That for and in consideration of the mutual covenants and promises herein contained, the parties agree and contract as follows:

1. The parties agree that the Wife shall receive all the right, title and interest in and to the parties' homeplace, and she shall pay the notes thereon and the Husband agrees to execute all papers necessary to effectuate this transfer upon the execution of this Agreement. Said property is in words and figures as follows:

> Land located in Davidson County, Tennessee, being Lot No. 55 on the Plan of Castlewood Estates, Section I, as of record in Book 2331, Page 72, Register's Office for said County. Said lot no. 55 fronts 100.0 feet on the westerly margin of Blue Hills Court and runs back 205.0 feet on the southerly line and 245.6 feet on the northerly line to a broken line in the rear measuring a total of 112.0 feet. Being the same property conveyed to Penelope E. Boyett and Larry Ray Boyett of record in Book _____, Page _____, R.O.D.C.

The parties agree however, that if and when the said property is sold, that the Husband shall receive therefrom the sum of twenty-five hundred ($2500.00) dollars, unless the net proceeds therefrom do not exceed the sum of four thousand ($4,000.00) dollars, at which time the Husband would get no more

than one-half (1/2) or two thousand ($2,000.00) dollars. (The term "Net Proceeds" shall mean the proceeds which are left after deducting therefrom the costs of commission, all costs and payments incident to closing of the sale.)

2. The Husband agrees to pay to the Wife one hundred and eighteen ($118.00) dollars per month for the period of eighteen (18) months, which shall be used to pay off her Credit Union loan after which this payment shall terminate.

3. The Wife shall receive all of the furniture in the homeplace except the Husband's double bed, if he wishes to take this together with his personal belongings.

4. The parties agree that they shall divide equally the 1979 Federal Income Tax refund.

5. The parties agree that they will pay equally all costs and attorney fees incident to this action.

6. The Husband agrees that he will pay the debt at Werthan Industries holding the Wife harmless thereon as a co-signer.

The parties agree that they have read this Agreement, understand the contents therein, and enter this Agreement of their own free will. They further agree that upon approval of the Court, this Agreement may be incorporated into any final decree of divorce awarded to either party.

IN WITNESS WHEREOF, we have affixed our signatures to this Agreement on the day and date first above written.

Penelope Eggleston Boyett

Penelope Eggleston Boyett - WIFE

Larry Ray Boyett

Larry Ray Boyett - HUSBAND

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, in and for the County and State aforesaid, the said PENELOPE EGGLESTON

BOYETT and LARRY RAY BOYETT, with whom I am personally acquainted and who made oath, in due form of law, that they have read this aforesaid Property Settlement Agreement, understand the contents thereof, and enter this Agreement freely and for the reasons and purposes therein contained.

Sworn and subscribed to before me on this the 17th day of March, 1980.

Jerry E. McNabb
NOTARY PUBLIC

My Commission Expires: 1/22/84

It is further ORDERED and DECREED by the Court that the costs of this cause be paid equally by the parties herein, for all of which let execution issue if necessary.

JUDGE

6-24-80

APPROVED FOR ENTRY:

Jerry McNabb
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a copy of this Final Decree has been mailed to the defendant and plaintiff at their last known address, this the 23 day of ~~May~~ June, 1930.

Jerry McNabb
ATTORNEY

2582 12/30 15.00- CHECK

G 2 3 6 8 1

RUSH

BOOK 5695 PAGE 428

IDENTIF. REFERENCE

Dec 30 1 27 PM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN

Minute Book 117 B/ 1407 Fourth Ct. 80D-989

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 of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Penelope Eggleston Boyett *Plaintiff, and* Larry Ray Boyett *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* 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.*

Form #CGR-117