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IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KAREN J. HAMBLEN)
)
Plaintiff)
)
VS.) NO. 80D-3162
)
DONALD R. HAMBLEN) Map 53-12
) Par 41 Le
Defendant)

FINAL DECREE

This cause came on to be heard before this Court on December 18, 1980, upon the complaint for divorce of Karen J. Hamblen, alleging irreconcilable differences as grounds for divorce; upon the Property Settlement Agreement entered into by and between the parties which provides for the division of the parties' rights and interests in all jointly owned property and support payment for the child of the parties, upon the testimony of the plaintiff, and upon the entire record, from all of which the Court finds that so much of the allegations of plaintiff's petition for divorce as allege irreconcilable differences are sustained by the proof in that there exist such irreconcilable differences between the parties as would render further cohabitation unsafe and improper and that the plaintiff is entitled to an absolute divorce on that ground. The Court further finds that the Property Settlement Agreement executed by the parties is a fair and complete apportionment of the marital property and adequately provides for the support of the parties' minor child. As a result, the Court is of the opinion that the Property Settlement Agreement, attached hereto and made a part hereof as fully as if copies herein verbatim, should be approved and is hereby made the decree of the Court. Finally, the Court finds that the ninety day waiting period, as required by statute, has elapsed.

It is therefore, ORDERED, ADJUDGED AND DECREED that plaintiff be, and is hereby, awarded an absolute divorce from Defendant, and is restored to all the rights and privileges of an unmarried person.

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BOOK 5711 PAGE 317

IN THE CIRCUIT COURT
FOR DAVIDSON COUNTY, TENNESSEE

KAREN J. HAMBLEN)
)
VS.) DOCKET NO. 80D-3162
)
DONALD R. HAMBLEN)

PROPERTY SETTLEMENT AGREEMENT

This agreement entered into the 12 day of Aug, 1980, by and between Karen J. Hamblen (hereinafter referred to as Wife) and Donald R. Hamblen (hereinafter referred to as Husband):

WITNESSETH:

WHEREAS, one child has been born to this marriage, Jennifer L. Hamblen, age 2; and

WHEREAS, certain irreconcilable differences have arisen between the parties; and

WHEREAS, the parties have mutually agreed to the division of their property and other matters more fully set out herein, in contemplation of separation and divorce;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

1. Real Property. The parties agree that the Wife shall have the right to occupy and possess the real property of the parties located at 121 Becker Avenue, Old Hickory, Tennessee, for so long as Wife remains unmarried and the parties minor child has not attained her majority. The Wife shall be responsible for the payment of the mortgage note, all taxes, insurance, utilities, repairs, and maintenance fees relating to this real property. The Husband shall have a lien on said real property in the amount of $5,000.00, said lien to be satisfied when the real property is sold in accordance with the terms of this Agreement. The parties agree that the Wife shall be sole owner of this property and that Husband shall execute all documents of title necessary to transfer his interest to Wife.

2. Household Furnishings and Personal Property. The parties have heretofore agreed upon the division of their household furnishings and personal property. The Husband shall have all right,

title and interest in the double bed and matching chest, the large T.V., the antique table and chairs, the small floral blue and beige couch, the gold chair, the stereo, and the antique desk. The Wife shall have all right, title and interest in all remaining household goods and furnishings. Wife shall have sole ownership and possession of the 1974 Datsun automobile. Husband will have sole ownership and possession of his 1978 Chevrolet Nova and his 1976 Chevrolet Van. Each party will be responsible for the upkeep and maintenance of their respective motor vehicles. Each party will execute any and all documents of title necessary to transfer any interest in said motor vehicles to respective party entitled to sole ownership and possession.

3. The parties agree that they shall each be responsible for their support and obligations hereafter.

4. Child Custody, Support and Visitation. The parties agree that Wife shall have custody of the minor child, Jennifer Lynn Hamblen, and that Husband shall have liberal visitation privileges as shall be mutually agreed upon by the parties. Husband will pay child support in the amount of $45.00 per week directly to Wife. The first such payment shall be made on or before the 5th day of September, 1980, with the following payments to be made on Friday of each successive week. Parties will be equally responsible for all medical and dental expenses of parties' child that are not covered by Husband's group medical insurance, through his employer. If Husband is not eligible for group medical benefits, Husband agrees to maintain an individual medical policy for the parties' child. Husband will maintain a minimum of $100,000.00 decreasing term life insurance with Wife as beneficiary for the benefit of the minor child, Jennifer Lynn Hamblen.

5. Income Tax. The parties agree that Wife will claim the minor child as a dependent on her income tax returns.

6. Additional Instruments. Each of the parties shall prepare from time to time, at the request of the other, execute, acknowledge and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

7. Incorporation. It is agreed that subject to the approval of the court, matters covered by this Agreement shall be incorporated in any decree granting a divorce to either of the parties.

8. Service of Process. Both parties understand that by executing this agreement that they may waive service of process of any divorce complaint alleging irreconcilable differences and each party does so hereby voluntarily waive personal service of process upon him or her of any such complaint.

IN WITNESS WHEREOF, the parties hereunto have subscribed their names on the day and date first above written, in Nashville, Tennessee.

Donald R. Hamblen
HUSBAND

Karen J. Hamblen
WIFE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the State of Tennessee, County of Davidson, the above named Karen J. Hamblen, with whom I am personally acquainted, and who executed the above instrument for the purposes stated therein on this 12 day of Aug, 1980.

M. Wesley Wallace
NOTARY PUBLIC

My Commission Expires:
12-7-84

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the State of Tennessee, County of Davidson, the above named Donald R. Hamblen, with whom I am personally acquainted, and who executed the above instrument for the purposes stated therein on this 12 day of Aug, 1980.

M. Wesley Wallace
NOTARY PUBLIC

My Commission Expires:
12-7-84

Court costs are taxed to the plaintiff. BOOK 5711 PAGE 320

Entered this 29th day of December, 1980.

Stephen Smith
JUDGE

APPROVED FOR ENTRY:

Barry W. Bedford
BARRY W. BEDFORD, Attorney

IDENTIF. REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

G.2.9574

80D-3162 41C/1641

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* Karen J. Hamblen *Plaintiff, and* Donald R. Hamblen *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* 17th *day of* February *in the year one thousand nine hundred and* eighty-one *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Randy Bryant, *D. C.*