HIRAM WILSON	)	IN THE FIFTH CIRCUIT COURT OF
	)	DAVIDSON COUNTY, TENNESSEE
	)	
VS.	)	NO. 94717
	)	
	)	
MARTHA WILSON	)	

MAP 75-13
Par. 176
4D-31706

FINAL DECREE

This cause came on for hearing on this the 15th day of May, 1979, before the Honorable Steve North, Judge of the Fifth Circuit Court of Davidson County, Tennessee, upon the original complaint filed by the complainant, Hiram Wilson, personal service of process upon the defendant, Martha Wilson, with the parties entering into a written property settlement agreement and with the cause proceeding to trial as an uncontested matter upon the grounds of irreconcilable differences, testimony of complainant heard in open Court, statement of counsel, and the entire record in this cause. From all of which the Court finds as follows;

That from the testimony of the complainant, Hiram William Wilson, it appears to the Court that the parties have differences that cannot be reconciled;

It is, therefore, ORDERED, ADJUDGED, and DECREED that the bonds of matrimony heretofore existing by and between the parties are hereby dissolved and the complainant, Hiram William Wilson, is hereby awarded an absolute divorce from the defendant, Martha Beard Wilson beingupon the grounds of irreconcilable differences and he is hereby restored to all the rights and privileges of an unmarried person.

It further appears the parties have entered into a property settlement agreement and have further entered into an amended property settlement agreement, which is more particularly described in words and figures as follows;

PROPERTY SETTLEMENT AGREEMENT

This Agreement made and entered into on this the 22nd day of February, 1979, by and between Hiram William Wilson, hereinafter called the "husband" and Martha Beard Wilson, hereinafter called the "wife".

WITNESSETH:

That whereas the parties are man and wife and serious marital difficulties have arisen between them resulting in the husband filing a complaint for absolute divorce in the Fifth Circuit Court of Davidson County, Tennessee and with the parties desiring to settle their respective interest and rights to the real and personal property of the parties, they have agreed as follows:

1. The husband shall receive the homeplace of the parties located at 315 Bonnaridge Drive, Hermitage, Tennessee to be his absolute and in fee simple.

2. The husband shall pay to the wife the sum of $14,000.00 representing her share of the equity in the homeplace as follows:

He shall pay the sum of $5,000.00 cash to her on the date of the final hearing of this cause and shall pay the balance of $9,000.00 to her at the rate of $200.00 per month until the balance due and owing her is paid in full. The husband reserves the right to pay the full balance remaining at any time if he becomes financially able to do so. There will be no interest on the unpaid balance.

3. The wife shall retain her 1977 Pontiac and the husband agrees to pay the mortgage thereon.

4. The husband shall retain all his personal and business assets free and clear of the claim of the wife.

5. The household furniture and furnishings now in the possession of each party shall be and become the property of said respective party, free and clear of the claim of the other.

6. The wife shall make no further or other claim for alimony against the husband.

7. Both parties agree that neither will make any further or other charges upon the credit or the other from and after the execution of this document.

8. The husband shall be awarded the trailer lot.

9. Each party shall retain their own personal property such as clothing, jewelry and other personal property free and clear of the claim of the other.

This agreement is subject to the approval of the Court in the event a divorce is granted in this matter. However, in the event no decree is granted to the husband or either party, then this agreement is of no force and effect. If approved by the Court said agreement is a full and final and complete property settlement agreement as between the parties and is made of their own free will and accord.

(x) Hiram William Wilson
HUSBAND

(x) Mitzi Choy
WITNESS

(x) Martha Beard Wilson
WIFE

(x) Tony Choy
WITNESS

MINUTES ON THE 18th DAY OF MAY, 1979

AMENDED PROPERTY SETTLEMENT AGREEMENT

This Amended Property Settlement Agreement is made and entered into on this the 9th day of April, 1979 by and between Hiram William Wilson, called the "husband" and Martha Beard Wilson called the "wife";

WITNESSETH:

That whereas the parties are man and wife and have heretofore executed a property settlement agreement on the 22nd day of February, 1979 and whereas they desire to amend a portion thereof they hereby agree as follows:

1. They desire that Item (2) of the property settlement be amended to add the following language:

> The balance due and owing the wife of $9,000.00 payable at the rate of $200.00 per month with no interest shall be made a lien upon the real estate located at 315 Bonnaridge Drive, Hermitage, Tennessee, in the final decree of divorce until paid in full. Further the parties agree when said balance is paid in full, the wife or her lawful heirs or assigns will execute a release of lien within 10 days of the payment of said balance to her, to the husband.

This amendment is subject to the approval of the Court and if approved is a full and final and complete settlement between the parties as a part of the original agreement and both shall be incorporated in the final decree of divorce.

(x) Hiram Wilson
HUSBAND

(x) Mitzi Choy
WITNESS

(x) Martha A. Wilson
WIFE

(x) Tony Choy
WITNESS

It is, therefore, ORDERED, ADJUDGED and DECREED that the above property settlement agreement and the amendment thereto is hereby approved by the Court and made the judgment hereof in all respects.

In accordance therewith accordingly ORDERED and DECREED that the complainant, Hiram William Wilson, is hereby awarded the homeplace of the parties located at 315 Bonnaridge Drive, Hermitage, Tennessee, to be his absolute and in fee simple and pursuant to the agreement incorporated herein, the complainant shall pay to the defendant as her equity in and to said homeplace

the sum of $14,000.00 payable as follows; the complainant shall the sum of $5,000.00 cash to the defendant on the date of the hearing of this cause and shall pay the balance of $9,000.00 to said defendant at the rate of $200.00 per month until the balance due and owing the defendant is paid in full. The balance of $9,000.00 due and owing to the defendant by the terms of the agreement executed by the parties shall be paid by the complainant to her at the rate of $200.00 per month with no interest and the said balance shall be a lien upon the real estate located at 315 Bonnaridge Drive, Hermitage, Tennessee, until said balance is paid in full. Said real estate is more particularly described in words and figures as follows;

> LAND in Davidson County, Tennessee, being Lot No. 54 on the Map of Hermitage Hills Subdivision, as of record in Book 2900, page 49, Register's Office for said County.
>
> SAID Lot No. 54 fronts 94.46 feet on the northerly side of Bonnaridge Drive and runs back between lines measuring 154.9 feet on the easterly side and 154.0 feet on the westerly side to a dead line in the rear on which it measures 76.0 feet.
>
> BEING the same property conveyed to Hiram W. Wilson and wife, Martha A. Wilson, by warranty deed from James H. Rowe, Sr., and wife, Annie Lou Rowe of record in Book 4821, page 143, Register's Office for Davidson County, Tennessee.

It is further ORDERED, ADJUDGED and DECREED that the defendant, Martha Beard Wilson, shall execute a release of lien within ten (10) days of the payment of the balance of her equity to her by the complainant herein or her heirs at law and assigns, shall issue said release of lien.

It is further ORDERED that the defendant shall retain her 1977 Pontiac and the complainant herein agrees to pay any mortgage thereon.

It is further ORDERED that the complainant shall retain all his personal and business assets free and clear of the claim of the defendant herein.

It is further ORDERED, ADJUDGED and DECREED that the household furniture and furnishings now in the possession of each

party hereto shall be and become the property of said respective party, free and clear of the claim of the other.

It is further ORDERED, ADJUDGED and DECREED that the complainant, Hiram William Wilson, is hereby awarded the trailor lot of the parties located in Kingsway Green Subdivision in Madison, Davidson County, Tennessee, to be his absolute and in fee simple and any right, title, or interest that the defendant may have therein is hereby divested from her and reinvested in the complainant to be his absolute. Said real property is more particularly described in words and figures as follows:

> BEING certain real estate in Davidson County, Tennessee, being Lot No. 74 in the Kingsway Green Subdivision in a plat of which is of record in Book 3842, page 227, Register's Office of Davidson County, Tennessee, and being a part of the same land conveyed to Kingsway Greens of America, Inc. by deed of record in Book 4212, page 838 and 839 in the Register's Office of Davidson County, Tennessee.
>
> This conveyance is subject to all restrictions, easements and covenants of record in Book 4280. page 68, Register's Office of Davidson County, Tennessee and all zoning ordinances or laws of any Governmental authority.
>
> BEING the same property conveyed to Hiram W. Wilson and Martha B. Wilson by installment deed of record in Book _____, page _____, conveyed by Kingsway Greens of America, Inc.

The complainant shall pay the cost of this cause for all of which let execution issue if necessary.

JUDGE

APPROVED FOR ENTRY:

Enter This 18 Day of May, 1979.

Attorney for Complainant

I certify a copy of this final decree of divorce has been mailed to the defendant, Ms. Martha Beard Wilson, at her last known address, being c/o 1150 Vultee Blvd. Apt. C-110, Nashville, Tennessee, 37017, on this the 16th day of May, 1979.

Attorney for Complainant

G 30864

1616 02/26 18.00- CASH

RUSH

IDENTIF. REFERENCE

BOOK 5714 PAGE 693

FEB 26 9 56 AM '81

FELIX A. ALLEN II REGISTER
DAVIDSON COUNTY, TENN.

Docket No. 94717 Minute Book 38A / Page 201

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 ~~xxxxxxxxxxxx~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* HIRAM WILSON *Plaintiff, and* MARTHA WILSON *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* 26th *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 _____, *D. C.*

Form #GR-117