1224/327

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

GERAL YVONNE (STEIN) CRAIN)
)
Plaintiff)
)
VS.)
)
ROBERT PHILLIP CRAIN)
)
Defendant)

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No. 80D-4256

MAP 43-15, par. 15
MAP 75-11, par. 27

FINAL DECREE

This cause came to be heard on the 30th day of January, 1981, before the Honorable Harry Lester, Judge for the Second Circuit Court of Davidson County, Tennessee, upon the original Complaint for Divorce, as heretofore filed, testimony of the Plaintiff, Geral Yvonne (Stein) Crain on grounds of irreconcilabe 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, Geral Yvonne (Stein) Crain, and the Defendant, Robert Phillip Crain, are herein now and forever perpetually dissolved, and the Plaintiff, Geral Yvonne (Stein) Crain, is awarded an Absolute Divorce from the Defendant, Robert Phillip Crain.

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 Second Circuit Court of Davidson, a divorce styled, Geral Yvonne (Stein) Crain vs. Robert Phillip Crain, the same being docket number 80D-4256 and it appears that the Parties are unable to reconcile their differences and it would be to their mutual

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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 WIFE shall have the real property located at 4343 Baton Rouge Drive, Hermitage, Tennessee and the HUSBAND shall be divested of any and all right, title or interest he may have therein and that HUSBAND shall be responsible to pay for the second mortgage on same and he agrees to take the second mortgage on same property and transfer it to the property at 925 E. Old Hickory Boulevard, Madison, Tennessee.
2. That the HUSBAND shall have the real property located at 925 E. Old Hickory Boulevard, Madison, Tennessee and the lot at Fairglade, and the WIFE is divested of any right, title or interest she may have therein.
3. That the HUSBAND shall pay WIFE'S Attorneys fees in this cause to Eleanor T. Mead in the amount of $400.00.
4. The parties have divided the furniture and furnishings with the exception that the HUSBAND shall have his wooden desk with glass top and a wooden chair that goes with it and a black leather bar stool with a back on it with chrome legs; and the WIFE shall have the white milk glass dishes and a portrait of herself and her children.
5. That the WIFE shall have the 1979 Buick automobile and the 1978 Horizon automobile and that the HUSBAND shall have the 1973 Gran Torino automobile.

THIS AGREEMENT constitutes a full, final and complete Agreement between the Parties to be entered into a part of the Final Decree of

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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 _____, 1981.

/s/ GERAL YVONNE CRAIN
Geral Yvonne (Stein) Crain

Sworn to and subscribed before me this _____ day of _____, 1981.

NOTARY PUBLIC

My Commission Expires:

_____

/s/ ROBERT PHILLIP CRAIN
Robert Phillip Crain

Sworn to and subscribed before me this _____ day of _____, 1981.

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 30 day of January, 1981.

Judge, Harry Lester

Eleanor T. Mead
Eleanor T. Mead
Attorney for Plaintiff

Melvin Butler
Melvin Butler
Attorney for Defendant

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IDENTIF. REFERENCE

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DAVIDSON COUNTY, TENN.

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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* ~~XXXXXXXXXXXX~~ TRUE COPY ~~XXXXXXXXXX~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* GERAL YVONNE (STEIN) CRAIN *Plaintiff, and* ROBERT PHILLIP CRAIN *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* March *in the year one thousand nine hundred and* eighty-one *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By J. T. Knight, *D. C.*

Form #GR-117