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SABINE BRUST FLEMING	)	IN THE FOURTH CIRCUIT COURT FOR
	)	DAVIDSON COUNTY, TENNESSEE
VS.	)	NO. 80D-4055
	)	
FRANCIS ALEXANDER FLEMING	)	Map. 85-14 Par. 11

FINAL DECREE

This cause came on for hearing on this the 16th day of January, 1981 before the Hon. Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original complaint filed by the complainant, Sabine Brust Fleming, personal service of process on the defendant herein, with judgment by default as the defendant filed no answer in view of a property settlement agreement executed by the parties and submitted to the court, testimony of the complainant heard in open court, statement of counsel and the entire record herein. From all of which the court is of the opinion and finds as follows:

That from the testimony of the complainant, Sabine Brust Fleming, it appears to the court that the parties have marital difficulties which 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, Sabine Brust Fleming is hereby awarded an absolute divorce from the defendant, Francis Alexander Fleming, upon the ground of irreconcilable differences and she is hereby restored to all the rights and privileges of an unmarried person, including that of her former maiden name, to wit, Sabine Brust.

It further appears to the court that the parties have entered into a written property settlement agreement which is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

This agreement made and entered into on this the 16th day of November, 1980, by and between SABINE B. FLEMING, hereinafter called the "Wife" and FRANCIS ALEXANDER FLEMING, hereinafter called the "Husband";

WITNESSETH:

THAT WHEREAS, the parties are man and wife and serious marital difficulties have arisen between them with the wife having filed suit in the Fourth Circuit Court for Davidson County, Tennessee for agsolute divorce and with the parties now desiring to settle their rights and interests in regard to the real and personal property of the parties, they have entered into the following agreement as evidenced by their signatures hereto.

THE PARTIES further desire that this agreement be incorporated into any decree which may be entered dissolving their marriage and be approved by the court.

NOW THEREFORE, in consideration of the promises and the mutual benefits and promises hereinafter set forth, the wife and husband agree as follows:

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1. The wife shall make application to the court for a decree of absolute divorce upon the grounds of irreconcilable differences.

2. The husband shall retain the homeplace of the parties located at 106 Guill Court, Nashville, Tennessee however he shall pay to the wife the sum of $2500.00 representing her equity in said homeplace and the said amount shall become a lien on said real estate and will be paid to the wife on or before February 1, 1981.

3. The parties agree that each will retain all personal property owned by them prior to the marriage inclusive of household furniture and furnishings and the remaining furniture and furnishings and wedding gifts retaind during the marriage will remain as they are now divided and agreed upon by the parties hereto.

4. The parties agree that they should file a joint tax return for the calendar year of 1980 and any refund shall be divided equally as between the said husband and wife.

5. The wife shall retain the joint savings account of the parties.

6. Each party shall be responsible for payment of their own attorney's fees.

7. The wife shall ask in the final decree of divorce that her former maiden name of Sabine Brust be restored to her.

8. The husband shall pay all debts and obligations of the parties incurred during the marriage and the wife shall be held harmless thereon.

9. Each party agrees as they are now living separate and apart that neither shall harrass or interfer with the other in any manner whatsoever.

10. This agreement is subject to the approval of the court in the event a divorce is granted to either party herein, however in the event that no divorce is granted to the wife or either party, then this agreement is of no force and effect.

If approved by the court, then the said agreement is a full, final and complete settlement of the parties rights and interests in and to the personal and real property of the parties and the same is entered into of their own free will and accord.

Both parties further agree that this agreement shall be incorporated into any final decree of divorce entered herein and shall be and become the judgment of the court when approved.

/s/ Sabine Brust Fleming
WIFE

James A. Cornell
WITNESS

/s/ Francis Alexander Fleming
HUSBAND

James F. Taylor
WITNESS

It is therefore ORDERED, ADJUDGED AND DECREED that the homeplace of the parties located at 106 Guill Court, Nashville, Tennessee shall be retained by the defendant herein subject to the payment to the wife by him of a sum in the amount of $2500.00 representing her equity in said homeplace and said equity shall be paid to the wife on or before February 1, 1981.

It is ORDERED AND DECREED that any right, title or interest that the said Sabine Brust Fleming has in and to said real estate located at 106 Guill Court, Nashville, Tennessee is hereby divested from her and reinvested in the defendant, Francis Alexander Fleming, to be his absolute and in fee simple subject to the first mortgage thereon and the equity amount to be paid to the wife herein and said Sabine B. Fleming shall be held harmless on the first mortgage on said property which shall be and become the responsibility of the defendant herein.

Said real estate is more particularly described in words and figures as follows:

> Being lot no. 3 on the plan of Guill Heights, as of record in book 2854, page 10, Register's office for Davidson County, Tenn. Said lot no. 3 fronts 99.4 feet on the southerly side of Guill Court and extends back 207.4 feet on the westerly side and 198.6 feet on the easterly side to a line on the rear, measuring 130.0 feet thereon.
>
> Being the same property conveyed to Frank A. Fleming, and wife Sabine B. Fleming by deed from Robert A. Chadwell and wife Margaret B. Chadwell in record book 5571, page 96, Register's office for Davidson County, Tennessee.
>
> This conveyance is subject to an easement for sanitary sewers and/or storm drainage of record in book 5223, page 476, said Register's office and the Plan of record in book 2854, page 10, said Register's office, shows an owner's certificate, 40-foot building set-back line from Guill Court, a 10-foot easement for public utilities and an anchor easement.

It is further ORDERED AND DECREED that each of the parties shall retain the furniture and furnishings and wedding gifts now in their possession and each shall retain as their own separate property all furniture and furnishings which were owned by them prior to the marriage of the parties.

It is further ORDERED AND DECREED that the husband/defendant shall pay all debts and obligations of the parties incurred during the marriage and the complainant shall be held harmless thereon.

It is further ORDERED AND DECREED that all parts and portions of the property settlement agreement incorporated herein are hereby approved by the court and made the judgment hereof in all respects.

The cost of this cause shall be assessed against the defendant for all of which let execution issue if necessary.

This the 23 day of January, 1981.

JUDGE

APPROVED FOR ENTRY:

Attorney for Complainant

CERTIFICATE OF SERVICE

I certify a copy of this final decree has been mailed to the defendant, Francis Alexander Fleming, 106 Guill Court, Nashville, Tennessee on this the 22nd day of January, 1981.

ATTORNEY

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IDENTIF. REFERENCE
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FELIX Z. WILSON II REGISTER
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* ~~correct transcript~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* SABINE BRUST FLEMING *Plaintiff, and* FRANCIS ALEXANDER FLEMING *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 _____, *D. C.*

Form #GR-117