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IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

WENDY S. HILDRETH,

PLAINTIFF,

VS.

EDWARD DOUGLAS HILDRETH, JR.,

DEFENDANT.

NO. 80D-4501

BOOK 5751 PAGE 747

FINAL JUDGMENT OF DIVORCE

This cause came on to be heard this 5th day of March, 1981, before the Honorable Stephen North, Judge, upon the original complaint for absolute divorce, the sworn testimony of the plaintiff and the entire record herein, from all of which the Court finds that the parties have irreconcilable differences and that the Court approves the property settlement of the parties.

IT IF THEREFORE ORDERED AND ADJUDGED that the plaintiff, WENDY S. HILDRETH, be and is hereby awarded an absolute divorce from the defendant, EDWARD DOUGLAS HILDRETH, JR., and the parties are restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED AND ADJUDGED that the following property settlement of the parties is approved by the Court and is incorporated herein by reference, and made the Order of this Court.

SETTLEMENT AGREEMENT

This agreement is made between Wendy S. Hildreth, hereinafter called "Wife", and Edward Douglas Hildreth, Jr., hereinafter called "Husband".

WITNESSETH:

WHEREAS, these parties have been married since February 24, 1973, and there has been born of this union one minor child, namely Joshua Caleb Hildreth, date of birth being December 28, 1979, and,

WHEREAS, certain differences and difficulties have arisen between the parties and a divorce action in which irreconcilable differences is alleged as a ground has been instituted in the Circuit Court of Davidson County, Tennessee, and they have no expectation of resuming their marital relationship, and,

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. CUSTODY: Wife shall have and retain sole custody of the parties minor child, Joshua Caleb Hildreth.

2. VISITATION: Husband shall have the rights of visitation with said child at all reasonable times and places.

3. CHILD SUPPORT: It is agreed that husband shall pay wife as child support $300.00 per month on or before the first of every month, beginning December 1, 1980.

4. INSURANCE: (a) It is agreed that wife shall continue to maintain hospitalization and health insurance on the minor child of the parties, so long as she remains employed at her present employment with the U.S. Department of Labor. It is further agreed that wife shall give adequate notice to husband of her intent to leave said employment and from that point husband shall obtain and maintain hospitalization and health insurance on the minor child of the parties. In any event, husband and wife shall split any medical and dental costs incurred on behalf of said minor child not covered by insurance.

4. (b) It is agreed that husband shall obtain and maintain life insurance on himself and shall maintain the minor child as beneficiary.

5. INCOME TAX RETURN: It is agreed that the parties will file a joint income tax claim for the year of 1980, and that each party will receive one-half of the income tax refund.

6. PERSONAL PROPERTY: The parties have heretofore divided their personal property among themselves. All furniture, furnishings, and personal effects presently in the possession of the wife shall be her sole and separate property except the following, which shall be the sole property of the husband.

a) Microwave
b) Filing Cabinet
c) Two canoes
d) Cherry Diningroom Table and Chairs
e) Riding Lawntractor
f) Numbered Print
g) Double Bed
h) Brown couch and chair
i) Camping Equipment
j) End tables
k) Bicycle
l) Power Tools
m) Beige Set of Dishes

All furniture, furnishings and personal effects presently in the possession of husband shall be his sole and separate property.

7. DEBTS: (a) It is agreed that husband will pay and continue to pay the following accounts that were made during the marriage, and shall hold wife harmless on any and all debts secured by these accounts:

1) Visa account # 4453-957001-206
2) First Mortgage of real property located at 2406 Alabama Street, Huntsville, Alabama to First National Bank of Huntsville
3) Trane Credit Union

7 (b) It is agreed that wife will pay and continue to pay the following accounts that were made during the marriage, and shall hold husband harmless on any and all debts secured by these accounts:

1) Master Charge account # 5247-300106-2534

2) Third National Bank

3) First Mortgage of real property located at 7575 Bidwell Road, Joleton, Tennessee to Allstate Mortgage Enterprise.

(c) It is agreed that the parties shall be responsible for the payment of any other accounts or charges which are presently listed in his or her name. Each party agrees to indemnify and hold the other harmless from any liability resulting from their failure to pay such accounts when due.

8. BANK ACCOUNTS: The parties shall keep their respective checking accounts and savings accounts.

9. AUTOMOBILES: The 1980 Subaru Wagon and 1969 Ford Mustang titled in the wife's name shall remain the wife's sole and separate property. The 1978 Subaru Brat and 1968 GMC Pickup titled in the husband's name shall remain the husband's sole and separate property.

10. REAL PROPERTY: (a) It is agreed that the house and lot titled in both parties' name located at 7575 Bidwell Road, Joelton, Tennessee shall be vested solely in Wendy S. Hildreth, and is more specifically described in Book 5164, Page 409 of the Registrar of Deeds Office, Davidson County, Tennessee to wit:

> Being shown as Tract No. 2 on a survey dated 6/14/74 made by Stanford & Associates, Inc., Engineer, and according to said survey is described as follows: BEGINNING at a point in the westerly rigt-of-way of Bidwell Road common front corner of Tracts Nos. 1 and 2 on said survey; thence leaving said road with the line between said two tracts, north 64 degrees 06'31" west 1045.78 feet to a point in Long Creek; thence with said Creek, north 31 degrees 15'40" east 118.59 feet to a point, common rear corner of Tracts 2 and 3 on said survey; thence with the line between said two tracts, south 66 degrees 53'32" east 1006.88 feet to a point in the westerly right of way

of said Bidwell Road; thence with said right of way, southwardly 170.02 feet to the point of beginning.

Being the same property conveyed to Douglas Hildreth, Jr., and wife, Wendy S. Hildreth, by warranty deed from Willard Morris Gupton and wife, JoAnn Gupton as of record in Book 5164, Page 409.

10. (b) It is agreed that the house and lot titled in both parties' name located at 2406 Alabama Street, Huntsville, Alabama shall be vested solely in Edward Douglas Hildreth, Jr., and is more specifically described in Book 437, Page 47 of the Registrar of Deeds Office, Madison County, Alabama to wit:

Lot 4, Block 6, Gwyn Home Sites Addition to the City of Huntsville, Alabama, according to the map of survey recorded in Plat Book 1, Page 128, Probate Records of Madison County, Alabama.

Being the same property conveyed to E. Douglas Hildreth, Jr. and Wedny S. Hildreth, as of record in Book 537, Page 47.

11. COURT COSTS: Any costs of Court incurred as a result of the pending action for absolute divorce shall be paid by husband and wife equally.

Enter this the 5th day of March, 1981.

JUDGE

Approved For Entry:

Margaret L. Behm
Attorney for Plaintiff
SHIPLEY & BEHM
206 Realtor's Bldg.
306 Gay Street
Nashville, TN 37201
(615) 254-0582

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Judgment has been mailed to Edward Hildreth, Box 522, Bethlehem Tennessee 37155, this the 3rd day of March, 1981.

Margaret L. Behm

mail: Wendy Hildreth
Wendy School
7575 Birdwell Rd.
Joelton, Tenn. 37080

G 4.4249

IDENTIF. REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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Docket No. 80D-4501 Minute Book 42A Page 454

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* ~~Wendy S. Hildreth~~ *Plaintiff, and* ~~Edward Douglas Hildreth, Jr.~~ *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* 2nd *day of* ~~May~~ *in the year one thousand nine hundred and* Eighty-One *and in the* ~~205th~~ *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Edelen, *D. C.*

Form #GR-117