IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

NANCY HILLS GRIMM)
)
Plaintiff)
)
vs.) NO. 81D-186
)
JOHN MICHAEL GRIMM)
)
Defendant)

Map 162-2
Par 52 Is

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DEFAULT JUDGMENT

THIS CAUSE came on for hearing upon motion of the Plaintiff, it appearing to the court that JOHN MICHAEL GRIMM was served personally with copy of the Complaint for Divorce and that said Defendant has failed to appear and make defense to said Complaint within the time required by law;

IT IS THEREFORE, ORDERED, ADJUDGED and DECREED by the Court, that this cause be taken as confessed by said Defendant, and the cause is hereby set for hearing Ex Parte.

FINAL DECREE

This cause came on to be heard on the 1st day of May, 1981, before the Honorable Harry Lester, Judge, upon Plaintiff's Complaint for Absolute Divorce; upon the Property Settlement Agreement, which provides for custody and support of the parties minor children, the division of the parties respective rights and interest in all jointly-owned property, and apportionment of the parties debts; and upon all of the pleadings, from all of which the Court finds that the allegations of Plaintiff's Complaint are sustained by the proof in that there exists such irreconcilable differences between the parties as would entitle Plaintiff to an absolute divorce; that the Property Settlement Agreement heretofore executed by the parites is a fair and complete apportionment of the marital property and debts, as well as responsibilities for custody and support of the parties minor children, and should be approved; and that the ninety-day waiting period as required by statute, has elapsed.

It is therefore ORDERED, ADJUDGED and DECREED that Plaintiff, NANCY HILLS GRIMM, be and is hereby, awarded an absolute divorce from Defendant, that she be restored to all the rights and privileges of an unmarried person and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

The original Property Settlement Agreement is hereby approved by the court, and each and every provision of said Agreement is hereby made the Decree of the Court. The Property Settlement Agreement is in word and figure as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT entered into this 16th day of January, 1981, by and between JOHN MICHAEL GRIMM, hereinafter called "husband" and NANCY HILLS GRIMM, hereinafter called "wife:.

WHEREAS, the parties hereto are husband and wife but differences have arisen between them and it is contemplated that a suit for divorce will be filed, it is to the best interest of the parties and their minor children, that arrangements be made for custody, visitation and support for the minor children, alimony and support for the wife and division of the property accumulated by the parties during the marriage.

FOR AND IN CONSIDERATION of the mutual promises made herein and other good and valuable considerations, the receipt of which is hereby acknowledged by each of the parties, it is agreed and understood between them as follows:

1. That the wife shall have the care, custody and control of the parties minor children, MATTHET THOMAS GRIMM and SARAH MICHELLE GRIMM.

2. That the husband shall pay to the wife the sum of Two Hundred ($200.00) Dollars and no/100 per month per child, as child support, beginning with the month in which the husband vacates the premises at 180 Bart Drive, Antioch, Tennessee.

3. That the husband shall have visitation rights with said children at all times, reasonable, proper and convenient to the parties and to the children.

4. That the husband shall pay to the wife the sum of Two Hundred ($200.00) Dollars and no/100 per month, as a loan for 12 months or until wife remarries (whichever is earlier), payments to begin with the month following that in which the husband vacates the premises at 180 Bart Drive, Antioch, Tennessee.

5. That the 1980 Toyota autombile shall be the property of the husband, absolutely, subject to the indebtedness thereon.

6. That the 1975 Oldsmobile automobile shall be the property of the wife, absolutely.

7. That the parties have agreed upon the division of furniture, appliances and household goods, to the satisfaction of each of them.

8. That the husband shall convey to the wife his right, title and interest in and to the home and lot at 180 Bart Drive, Antioch, Tennessee, subject to the indebtedness thereon.

9. Wife shall have the option of selling the house and lot at 180 Bart Drive, Antioch, Tennessee, if she so chooses. If and when the house and lot at 180 Bart Drive, Antioch, Tennessee, are sold, wife shall pay to the husband (within one month of the date of the sale), a sum of money equal to all loan payments made by husband to the wife plus simple interest of 12 percent annually. Husband shall be given a lien on the property at 180 Bart Drive, Antioch, Tennessee, to protect him to the extent of the value of money due him under this Agreement. Wife reserves the option to repay the entire amount of the lien prior to the sale of the said house in which case the lien shall be nullified.

10. That the husband shall maintain hospitalization, accident and health and major medical insurance coverage with the children as beneficiaries, through his place of employment.

11. Both parties agree that neither party is entitled to alimony.

12. That the husband shall pay the expense of obtaining a divorce on the grounds of irreconcilable differences, not to exceed $150.00.

13. Each of the parties hereto agree to execute any and all titles, deeds, contracts and any other instruments necessary to effect the purpose of this agreement.

14. It is expressley agreed that each party has entered into this Agreement willingly and that the execution hereof has not been obtained by duress or undue influence of any person.

15. It is agreed and understood that this Agreement shall be included in and become part of any Order of Divorce entered in dissolution of the marriage between the parties.

It is ORDERED AND DECREED that the Plaintiff be given custody of the parties minor children, MATTHEW THOMAS GRIMM and SARAH MICHELLE GRIMM, and that the husband shall have reasonable visitation rights.

It is ORDERED and DECREED that all of the defendant's rights, title and interest in the homeplace of the parties be divested out of the Defendant and into the Plaintiff by the Defendant said property described as follows:

> Antioch, County of Davidson, Tennessee, being Lot #93 on the plot of Colwood Acres, Section 2, as of record in Book 3700, page 135, Register's Office for said county.
>
> Said Lot #93 front 85.00 feet on the northerly margin of Bart Drive and extends back 111.1 feet on the westerly line, and 146.4 feet on the easterly line to a line in the rear, which is a broken line on which it means 103.6 feet.
>
> Being the same property conveyed to John Michael Grimm and wife Nancy Grimm by a deed by Bill Wheeler Construction Company, Inc. of record in book _____ and page _____ of said Register's Office.

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause shall be, and are hereby, taxed against the Defendant, JOHN MICHAEL GRIMM.

It is finally ORDERED, ADJUDGED and DECREED that execution may issue to enforce any of the provisions of this Decree.

Witness my hand this the 4 day of May, 1981.

HARRY LESTER, JUDGE

APPROVED FOR ENTRY:

PHILLIP L. DAVIDSON

BY: _____
PHILLIP L. DAVIDSON
Attorney for Plaintiff

8989 06/03 15.00- CASH

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IDENTIF. REFERENCE

JUN 3 8 46 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Mail

Nancy Hills
Grimm

180 Bart Manor
Antioch 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* Nancy Hills Grimm *Plaintiff, and* John Michael Grimm *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* 3rd *day of* June *in the year one thousand nine hundred and* Eighty-One *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Virginia Hutchison, *D. C.*

Form #GR-117