FILED

JUN 8 1981

GEORGE C. ROOKER, Clerk

By _____ Deputy

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

map 147-8
Par 237 a2

CHARLES RAY MASSEY,

Plaintiff,

vs.

ALESIA FREEMAN MASSEY,

Defendant.

NO. 81D-578

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FINAL DECREE

This cause came on to be heard on the 8th day of June, 1981, before the Honorable James M. Swiggart, Judge of the Sixth Circuit Court for Davidson County, Tennessee, upon the plaintiff's Complaint for Absolute Divorce, the defendant having dispensed with the need for personal service by entering into a written and notarized Property Settlement Agreement, as provided for by T.C.A. §36-801(II), judgment by default heretofore taken, the testimony of the plaintiff in the Complaint, and upon the entire record; from all of which it is found by the Court that the plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences.

The Court further finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED by the Court that the plaintiff, Charles Ray Massey, be, and hereby is, awarded an absolute divorce from the defendant, Alesia Freeman Massey; that each of the parties be restored to all the rights and privileges of an unmarried person; and that defendant have her name from a previous marriage restored to her use, namely: Alesia Freeman Greer.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the parties' Property Settlement Agreement be approved and ratified in full, and incorporated into and made a part of this Final Decree.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the costs of this cause be assessed against the plaintiff, for which execution may issue if necessary.

ENTER, this 9th day of June, 1981.

JUDGE

SUBMITTED FOR ENTRY:

DAVID A. HARRELSON
Attorney for Plaintiff
2108 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
Telephone: 615/244-7706

cc: Ms. Alesia (Freeman) Massey
c/o Ms. Lisa Greer
P. O. Box #1153
Lebanon, Tennessee 37087

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GEORGE L. ROOKER, CLERK

D.C.

BOOK 5757 PAGE 960

IN THE _____ CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CHARLES RAY MASSEY)
)
vs.) NO. 81D-578
)
ALESIA FREEMAN MASSEY)

PROPERTY SETTLEMENT AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants, promises, and undertakings hereinafter more fully set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, THIS AGREEMENT is made and entered into this 12 day of February, 1981, by and between CHARLES RAY MASSEY, hereinafter referred to as "Husband", and ALESIA FREEMAN MASSEY, hereinafter referred to as "Wife", for the purpose of defining certain rights and privileges and transferring certain properties, effective now and on the date an Absolute Divorce is granted. THEREFORE, the parties do agree as hereinbelow set out:

1. The only real property in which the parties hold a joint interest is a house and lot located at 212 Flora Maxwell Road, in Nashville, Davidson County, Tennessee, 37211. The parties hereby agree that the Husband shall have all right, title and interest in and to said real property; and the Husband shall be solely responsible for the timely repayment of any mortgages, loans or encumbrances securd by said real property. The Husband hereby holds the Wife harmless from any and all liability with regard to the repayment of the mortgage indebtedness or any other liens or loans on said real property; and the Wife hereby agrees to sign any documents required in order to transfer or convey title solely to the Husband, or to a third party in the event the Husband elects to sell said real property in the future, should such documents become necessary.

2. The Wife shall have all right, title and interest in and to one (1) 1980 Colt automobile, currently titled in her name; and the Wife shall be solely responsible for the timely repayment of a certain loan due Third National Bank, with an approximate current balance of $5,000.00, which loan financed the purchase of said automobile.

3. The Husband shall have all right, title and interest in and one (1) 1979 Honda Prelude automobile, currently titled in his name; and the Husband shall be solely responsible for the repayment of a certain loan due G.M.A.C., with an approximate current balance of $3,000.00, which loan financed the purchase of said automobile.

4. The Husband shall have all right, title and interest in and to one (1) 1973 G.M.C. van vehicle, currently titled in his name, and the same being unencumbered.

5. The parties hereby agree that except as described and specifically provided for herein, that each party shall be solely responsible for the repayment of any loans, debts or accounts incurred in his or her own name, both prior to the signing of this Agreement and thereafter.

6. The Wife shall have the right to have her name from a previous marriage restored to her use; namely: Alesia Freeman Greer.

7. It is mutually understood and agreed by and between the parties hereto that this is a complete and final Property Settlement Agreement between them; and that in the event a divorce is granted, neither of them will ever hereafter have any property claims whatsoever against the other, except as described and provided for herein.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

Charles Ray Massey
CHARLES RAY MASSEY

Alesia Freeman Massey
ALESIA FREEMAN MASSEY

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, CHARLES RAY MASSEY, with whom I am personally acquainted, and who acknowledged to me that he signed the within PROPERTY SETTLEMENT AGREEMENT as his free act and deed for the purposes therein contained, this 12 day of February, 1981.

Rebecca B. Eads
NOTARY PUBLIC

My commission expires:
July 21, 1984.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, ALESIA FREEMAN MASSEY, with whom I am personally acquainted, and who acknowledged to me that she signed the within PROPERTY SETTLEMENT AGREEMENT as her free act and deed for the purposes therein contained, this 12 day of February, 1981.

Rebecca B. Eads
NOTARY PUBLIC

My commission expires:
July 21, 1984.

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IDENTIF. REFERENCE

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FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

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Docket # 81D-578 MINUTE BOOK # 29A/43

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* CHARLES RAY MASSEY *Plaintiff, and* ALESIA FREEMAN MASSEY *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* 16TH *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 Lary Woolman, *D. C.*

Form #GR-117