IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

RONALD GENE BRACEY)
)
)
VS.) NO: 80D-1742
)
)
SARAH BETH MILLER BRACEY)

133.11
146

FINAL DECREE

This cause came on to be heard before the Honorable Benson Trimble, Judge, on the 29th day of July, 1980, upon the original bill filed by plaintiff, pro confesso entered against the defendant, property settlement agreement, testimony of the plaintiff, statement of counsel and the entire record in this cause: from all of which the Court finds that the parties are entitled to an absolute divorce upon the statutory ground of irreconcilable differences; and further that the property settlement agreement heretofore entered into by and between the parties is in all things approved and should be made a part of this final decree.

It is therefore ORDERED, ADJUDGED and DECREED by the Court that the parties, Ronald Gene Bracey and Sara Beth Miller Bracey, are hereby granted an absolute divorce and they are restored to all the rights and privileges of unmarried persons, including the restoration of defendant's maiden name, Sarah Beth Miller.

It is further ORDERED, ADJUDGED and DECREED by the Court that the property settlement agreement should be made a part of this decree. Said property settlement is in words and figures as follows:

"THIS AGREEMENT, made and entered into this 23rd day of May, 1980, by and between SARAH BETH MILLER BRACEY, hereinafter referred to as "Wife" and RONALD GENE BRACEY, hereinafter referred to as "Husband".

W I T N E S S E T H:

WHEREAS, the parties hereto are husband and wife and there is now pending a suit for divorce between them, as referenced above; and,

WHEREAS, irreconcilable differences have arisen between the parties to cause them to determine that they can no longer continue the marriage relationship and cohabit as man and wife; and,

WHEREAS, it is the desire of the parties to enter into a written agreement making adequate and sufficient provision for the equitable settlement of the property rights between the parties, it being understood by and between the parties that by entry into this agreement they are posturing their divorce litigation in such a way as to afford the Court an opportunity to grant a divorce to them on the ground of irreconcilable differences, that being the desire of both parties. Both parties agree that this agreement shall be incorporated into the final decree in this divorce action if and when it is approved and the decree is entered by the Court.

NOW THEREFORE, for and in consideration of the mutual covenants and promises made between the parties, it is agreed as follows:

1. Wife agrees to deed all her right, title and interest in the house and lot now owned by them located at 3811 Bunny Drive, Nashville, Tennessee, as tenants by the entirety to the husband. Said property is described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 166 on the Plan of Valley View Meadows, Section 2, of record in Book 3600, page 60, Register's Office for said County.
>
> SAID Lot No. 166 fronts 73.25 feet on the southwesterly margin of Bunny Drive and runs back between lines, measuring 146.0 feet on the northwesterly line and 141.2 feet on the southeasterly line to a dead line in the rear on which it measures 95.0 feet.
>
> BEING the same property conveyed to Ronald G. Bracey and wife, Sara Beth Bracey by deed from James E. Bridges and wife, Lois C. Bridges of record in Book 5051, page 145, Register's Office for Davidson County, Tennessee.

2. Wife and husband have agreed upon the distribution of the furniture and household furnishings of the parties.

3. Wife agrees to vest all right, title and interest she has in the 1980 Dodge Colt automobile to the husband to be his absolutely.

4. Husband agrees to vest all right, title and interest he has in the 1975 Monza Chevrolet automobile to the wife to be hers absolutely.

5. Wife agrees that husband shall have the two savings accounts of the parties, one being at First American National Bank, Harding Mall Branch, and the other being at Fidelity Federal.

6. Wife and husband agree that each of them shall retain one $250 church bond.

7. Husband agrees to pay the court costs of this cause.

8. The parties hereto affirmatively state that this agreement is entered into voluntarily and without any undue influence or misrepresentation. The provisions of this agreement and their effect are fully known to each of the parties and each of the parties acknowledge that this agreement is fair and equitable.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

JUDGE

APPROVED FOR ENTRY:

7/29/80

GARY GOBER
Attorney for Plaintiff

cc: Mr. M. Michael Bennett
Attorney for Defendant
P. O. Box 2707
Nashville, TN 37219

BOOK 5764 PAGE 458

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IDENTIF. REFERENCE

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80D-1742 Minute Book 118A, Page 131

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* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* RONALD GENE BRACEY *Plaintiff, and* SARAH BETH MILLER BRACEY *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* 30th *day of* June *in the year one thousand nine hundred and* eighty-one *and in the* two hundred fifth *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By W. L. Rowland, *D. C.*

Form #GR-117