IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

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ANITA MURRAY BARRY)
Plaintiff)
)
vs.)
)
JAMES MICHAEL BARRY)
Defendant)

BOOK 5801 PAGE 272

File No. 81D - 1646

Map 171- 4 Par 17
146- 7 Par 99 Id

DEFAULT JUDGMENT

This cause came on for hearing upon motion of the Plaintiff, it appearing to the Court that JAMES MICHAEL BARRY, 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 Defendnat, and the cause is hereby set for hearing Ex Parte.

FINAL DECREE

This cause came on to be heard on the 21st day of July, 1981, before the Honorable Hamilton Gayden, Judge of the 1st Circuit Court for Davidson County, Tennessee, at Nashville, on the Complaint heretofore taken and entered against the Defendant, and the Court affirmatively finds that, as a matter of fact, an agreement was voluntarily entered into, dated, and signed, on the 20th day of April, 1981, and sworn to by both parties. The original of said agreement was filed with this Court on the 1st day of May, 1981, and it is adopted herein verbatim and is made a part of this Decree. The said agreement is as follows, to-wit:

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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ANITA MURRAY BARRY)

Plaintiff)

vs.)

JAMES MICHAEL BARRY)

Defendant)

BOOK 5801 PAGE 273

No._____

PROPERTY SETTLEMENT AGREEMENT

This separation and property settlement agreement made and entered into on this _____ day of _____, 19_____, by and between ANITA MURRY BARRY, hereinafter called "wife" and JAMES MICHAEL BARRY, hereinafter called "husband."

W I T N E S S E T H

WHEREAS, the parties hereto are man and wife and due to certain marital difficulties are separated from each other and are living apart, and wife has filed a suit for divorce against husband in the Circuit Court of Davidson County, Tennessee; and

WHEREAS, there appears to be no chance of a reconciliation of the parties and they desire to settle all of their property rights by mutual agreement; and

SO THEEFORE, in consideration of the mutual covenants and agreements of the parties herein contained, the parties agree and covenant as follows:

1. Wife shall give to husband the parties 1972 Datsun.

2. Wife agrees to give husband the parties dogs, husband giving the wife her pick of one pup of each liter that the female dog shall have.

3. Wife agrees to relinquish all rights and title to the parties property located in Davidson County to either husband or his mother after the husband or mother assumes the mortgage for said property being held by Mid-State Educators Credit Union. That property is described as follows:

Being a tract of land lying in the First Civil District of Davidson County, Tennessee, said tract being more particularly described as being Lot 113 on the recorded plan of Cloverland Acres, Section Eleven, as of record in Book 5200, page 93, Register's Office for said County and being a portion of the property coveyed to Ira T. Adams and Eugene Williams the deed for which is of record in Book 5267, page 35, Register's Office of Davidson County, Tennessee.

Being at a point on the westerly margin of a proposed road to be known as Clovermeade Drive said point being on the northerly property line of the property conveyed to Ira T. Adams and Eugene Williams as of record in Book 5267, page 35, Register's Office, Davidson County, Tennessee and being the northerly property line of the above referred to recorded Lot 113; thence with the westerly margin of the Proposed Clovermeade Drive, south 16° 28' 47" west 10.93 feet to the beginning of a curve to the left; thence around said curve, having a radius of 1725.01 feet; a distance of 149.00 feet to the beginning of a radius return curve to the right having a radius of 25 feet; thence around said radius return curve a distance of 38.56 feet to a point in the northerly margin of a proposed road to be known as Clovercrest Drive; thence with the northerly margin of the proposed Clovercrest Drive north 80° 08' 12" west a distance of 73.46 feet to the beginning of a curve to the left having a radius of 373 feet; thence with said curve a distance of 11.45 feet to a point; thence leaving the northerly margin of the proposed Clovercrest Drive north 7° 15' 23" west a distance of 212.45 feet to the northwesterly corner of the said Lot 113; thence north 66° 54'17" east 90.27 feet to a point; thence south 72° 16'56" east to the point of beginning.

Being part of the property conveyed to Eugene R. Williams by deed from Ira T. Adams of record in Book 5293, page 183, Register's Office for said County and also being part of the property conveyed to Ira T. Adams and Eugene R. Williams by deed from Ethel Rich Marshall and husband, W. B. Marshall of record in Book 5267, page 35, Register's Office for said County.

4. The husband agrees to relinquish all rights, title and claim to the wife of the parties home and property located at 518 Arrowwood Drive in Davidson County, Tennessee, that property being described as follows:

Being Lot No. 271 on the Map of Section Four, Crieve Hall Estates, as of record in Book 2133, page 80, Register's Office for said County, and described as follows:

Beginning at a point in the north margin of Arrowwood Drive at the corner of Lots 271 and 272; thence with the line between said lots, northerly 264.6 feet to a point; thence southwesterly 75 feet to a point; thence with the margin of said Arrowwood Drive, easterly passing a concrete monument at 73.27 feet, a distance of 83.11 feet to another concrete monument; thence with the margin of the said Drive southerly 5 feet to a concrete monument and continuing with the margin of said Drive easterly 26.86 feet to the point of beginning.

Being the same property conveyed to Hardie Fields, and wife, Anita Mai Fields, by deed from Nelson A. Gregory and wife, as of record in Book 2652, page 275, said Register's Office, the said Hardie Fields having since died.

5. It is understood and agreed between the parties that they have disignated responsibility for payment of all debts of their making, which were incurred prior to the date of the parties' filing of the Complaint for Divorce, the date in which they agreed to separate. It is further understood and agreed between the parties that each shall bear sole and separate responsibility for payment of all debts incurred by him or her after the date of the parties separation and shall hold the other party harmless from any liability therefore. Each party warrants and represents that he or she has not contracted any indebtedness on the credit of the other since the date of their separation.

6. Wife agrees to pay the court costs of this divorce proceeding.

7. It is understood and agreed between the parties that this agreement is intended to be a final settlement of all property rights of the respective parties hereto and is a discharge from all other claims arising out of their marital relationship, and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction on the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate, and this agreement applies to all property now owned by wife and husband, or any property that either of them may acquire in the future.

8. It is understood and agreed between the parties that this agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this agreement and their legal effect are fully known by each of the parties, and each party acknowledges that this agreement is fair and equitable and that it is being entered into voluntarily and with advise of counsel.

It is therefore, ORDERED, ADJUDGED, and DECREED by the Court:

1. That the bonds of matrimony subsisting between the Plaintiff and the Defendant be forever dissolved and that the Plaintiff be restored to all the rights and privileges of an unmarried person;

2. That the property located in Davidson County and described in the Property Settlement Agreement made a part of this Decree Section #3 be divested out of the wife and into the husband subject to the provisions of the said property settlement.

3. That the property located at 518 ARROWWOOD DRIVE in Davidson County, Tennessee divested out of the husband and into the wife.

4. That all provisions set out in the aforementioned marital settlement agreement are here and now adopted as part of this Court's order.

Entered this the 21st day of July, 1981.

Judge

Approved for Entry:

Phillip L. Davidson

By: _____
Attorney for Plaintiff

SEP 30 10 43 AM '81
DAVIDSON COUNTY, TENN.
IDENTIF. REFERENCE
5801 986

81D-1646 151A/814

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* Anita Murray Barry *Plaintiff, and* James Michael Barry *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* September *in the year one thousand nine hundred and* eighty-one *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*