FILED

SEP 8 1981

GEORGE L. HOOKER, Clerk

By _____ Deputy

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

VIRGINIA LINDA EATLY,

Plaintiff,

VS.

TREVOR ALBERT WILLIAM EATLY,

Defendant.

No. 81D-1846

150-3 69

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FINAL DECREE

This cause came on to be heard on Monday, the 31st day of August, 1981, before the Honorable James M. Swiggart, Judge, upon the original bill filed herein and the attached notorized Property Settlement Agreement, the pro confesso entered against the defendant, testimony of the complainant, statement of counsel and the entire record in this cause, from all of which the Court is of the opinion and finds that the complainant has made out her cause as charged, to wit: that such irreconcilable differences have arisen between the parties as make further cohabitation impossible; the Court further finds that the parties have entered into a Property Settlement Agreement which agreement provides for the custody and maintenance of the minor child which agreement the Court finds under the present circumstances is adequate and sufficient and is hereby approved by the Court.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing and subsisting between the complainant and the defendant be and the same are hereby forever and perpetually dissolved and that the complainant is awarded an absolute divorce from the defendant.

IT IS, THEREFORE, CONSIDERED, ORDERED AND DECREED that the Court affirmatively finds under the present circumstances the parties in the Property Settlement Agreement have made adequate and sufficient provisions for the custody and maintenance of the parties' minor child and for the equitable settlement of the property rights between the parties and the Property Settlement Agreement is hereby made an Order of this Court. Said Property Settlement Agreement is

in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 11th day of May, 1981 by and between VIRGINIA LINDA EATLY, herein referred to as "Wife" and TREVOR ALBERT WILLIAM EATLY, herein referred to as "Husband", both being residents of Davidson County, Tennessee.

W I T N E S S E T H:

WHEREAS, there is presently pending in the Circuit Court of Davidson County a divorce preceeding styled VIRGINIA LINDA EATLY VS. TREVOR ALBERT WILLIAM EATLY. The parties have been unable to reconcile their differences and it appears at this time the possibility of a reconciliation is very unlikely, and therefore, the parties desire to settle among themselves their rights to all of the respective property which they own and the custody and maintenance of their child.

NOW, THEREFORE in consideration of the premises and other good and valuable consideration, it is mutually understood and agreed by and between Wife and Husband as follows:

1. The Wife shall have the exclusive care, custody and control of the parties' minor child, MICHAEL TREVOR EATLY.

2. The Husband agrees to pay the sum of $15.00 each and every week as child support for the support and maintenance of the parties' child.

3. The Wife agrees to allow the Husband reasonable visitation with the minor child at reasonable times and places.

4. Husband shall have and receive as his sole and separate property the 1977 Honda Accord. Husband agrees to assume any outstanding indebtedness on said automobile and hold Wife harmless as to any outstanding indebtedness thereon.

5. Wife shall have and receive as her sole and separate property the 1979 Honda Civic. Wife agrees to assume any out-

standing indebtedness on said automobile and hold Husband harmless as to any outstanding indebtedness thereon.

6. Wife agrees to pay the following debts in the approximate amounts.

(a)	MasterCharge	$450.00
(b)	J. C. Penney's	$700.00
(c)	Sears (1/2 of bill)	$400.00

7. Husband agrees to pay the following debts in the approximate amounts.

(a)	Sears (1/2 of bill)	$400.00

8. The Husband hereby agrees that he shall transfer all of his right, title and interest in the parties' residence located at 3285 Anderson Road, Antioch, Tennessee into the Wife's individual name. The Wife shall have and receive as her sole and separate property the residence of 3285 Anderson Road, Antioch, Tennessee and Wife further agrees to assume and pay the outstanding mortgage on said property and hold husband harmless therefrom.

9. Husband shall have and receive as his sole and separate property all of his personal clothing and the following described property:

(1) 19-inch RCA color television

(2) Sectional den sofa

10. Wife shall have and receive as her sole and separate property all of her personal clothing and all other furniture, household furnishings, and any other personal property not included in item 9.

11. It is hereby understood and agreed between the parties, as part of the consideration for the execution of this Agreement, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

12. It is understood and agreed between the parties that this Agreement shall be introduced in any divorce action prosecuted by either of them and submitted to the Court for ratification and incorporation into the Final Decree.

13. 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 waive and relinquishes to the other all claims which each may have or hereinafter acquire under law of any jurisdiction on the others property, 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, from any source, including devise and legacy.

14. It is understood and agreed betweeen the parties that this Agreement is entered into without undue influence, fraud, coersion, 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 the Agreement is fair and equitable and is being entered into voluntarily.

IN WITNESS WHEREOF the said parties have read this instrument and familiarized themselves with its' contents and signed and executed this instrument on the day and date first above written.

/ S / Virginia Linda Eatly

Sworn to and subscribed before me on this 11th day of May, 1981.

/ S / Patricia B. Wrenne
NOTARY PUBLIC

My Commission Expires:

October 15, 1983

/ S / Trevor Albert William Eatly

Sworn to and subscribed before me on this 11th day of May, 1981.

/ S / Patricia B. Wrenne
NOTARY PUBLIC

My Commission Expires:

IT IS, FURTHER, ORDERED by the Court that the complainant will pay the costs of this cause, for all of which execution may issue, if necessary.

ENTERED on this 3rd day of September, 1981.

JUDGE

TO BE ENTERED:

SMITH, DAVIES, SMITH & CANTRELL

BY: Jerry R. Humphreys
Attorneys for Complainant

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been mailed to the defendant, Trevor Albert William Eatly, 3285 Anderson Road, Antioch, Tennessee 37013 on this 1st day of September, 1981.

MB 228/1505

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* Virginia Linda Eatly *Plaintiff, and* Trevor Albert William Eatly *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* 6th *day of* Oct *in the year one thousand nine hundred and* 81 *and in the* 206 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*