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FILED
OCT 20 AM 7:40

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Map 23
Par 123 Js

BRENDA CAROL OWENS	)	
	)	
VS.	)	NO. 81D-1861
	)	
CHARLES RAY OWENS	)	

BOOK 5818 PAGE 256

FINAL DECREE

This cause came on to be heard on the 21st day of September, 1981, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on Plaintiff's Complaint and Property Settlement Agreement signed by the Plaintiff and the Defendant. After statement of counsel and the testimony of the Plaintiff, the Court finds as a matter of fact that the parties have irreconcilable differences, and it is, therefore;

ORDERED, ADJUDGED and DECREED by the Court that the Plaintiff, Brenda Carol Owens, be and is hereby awarded an absolute divorce from the Defendant, Charles Ray Owens, and the bonds of matrimony heretofore subsisting between the parties are forever and perpetually dissolved and the Plaintiff is restored to all rights and privileges of an unmarried person.

And it further appearing to the Court that the parties hereto have entered into a Property Settlement Agreement, which is stated as follows:

1981 MAY 15 AM 9:45

IN THE CIRCUIT COURT
FOR DAVIDSON COUNTY, TENNESSEE

BRENDA CAROL OWENS)
)
VS.) DOCKET NO. 81D-1861
)
CHARLES RAY OWENS)

BOOK 5818 PAGE 257

PROPERTY SETTLEMENT AGREEMENT

This agreement entered into the 14th day of May, 1981, by and between Brenda Carol Owens (hereinafter referred to as Wife) and Charles Ray Owens (hereinafter referred to as Husband):

WITNESSETH:

WHEREAS, two children have been born to this marriage, Steven Ray Owens, age 4; and Brenda Renee Owens, age 7; and

WHEREAS, certain irreconcilable differences have arisen between the parties; and

WHEREAS, the parties have mutually agreed to the division of their property and other matters more fully set out herein, in contemplation of separation and divorce;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

1. Real Property. The parties agree that the Wife shall have all right, title and interest in the parties' real property known as 2222 Crocker Springs Road, Goodlettsville, Davidson County, Tennessee. The Wife shall be responsible for the payment of the mortgage note, all taxes, insurance, utilities, repairs, and maintenance fees relating to this real property. The Wife further agrees to hold the Husband harmless as to any indebtedness in said real property. The parties agree that the Wife shall be sole owner of this property and that Husband shall execute all documents of title necessary to transfer his interest to Wife.

2. Household Furnishings and Personal Property. The parties have heretofore agreed upon the division of their household furnishings and personal property. Both parties agree to said division and each gives to the other all right, title and interest in those household

furnishings and personal property that is in each parties' respective possession.

Wife shall have sole ownership and possession of the 1969 Chevrolet Impala automobile presently titled in Husband's name. Husband will have sole ownership and possession of his 1967 Ford Van. Each party will be responsible for the upkeep and maintenance of their respective motor vehicles. Each party will execute any and all documents of title necessary to transfer any interest in said motor vehicles to respective party entitled to sole ownership and possession.

3. Indebtednesses. The parties agree that Wife shall be responsible for their Sears charge account and shall hold Husband harmless as to this obligation. Wife further agrees to remove Husband's name from this account and to make no further charges on said account until Husband's name is removed from the account. There are no other joint obligations other than the Sears account and the existing mortgage on the parties' real property. Each party agrees to hold the other harmless as to any accounts held exclusively in that parties' name.

4. Child Custody, Support and Visitation. The parties agree that Wife shall have custody of the minor children, Steven Ray Owens and Brenda Renee Owens, and that Husband shall have liberal visitation privileges as shall be mutually agreed upon by the parties. Husband will pay child support in the amount of $50.00 per week directly to Wife. These payments are currently up to date and are being made every two weeks as they become due. Parties will be equally responsible for all medical and dental expenses of parties' children that are not covered by Husband's group medical insurance, through his employer. If Husband is not eligible for group medical benefits, Husband agrees to maintain an individual medical policy for the parties' children.

5. Income Tax. The parties agree that Wife will claim the minor children as dependents on her income tax returns.

6. Additional Instruments. Each of the parties shall prepare from time to time, at the request of the other, execute, acknowledge and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

7. Incorporation. It is agreed that subject to the approval of the court, matters covered by this Agreement shall be incorporated in any decree granting a divorce to either of the parties.

8. Service of Process. Both parties understand that by executing this agreement that they may waive service of process of any divorce complaint alleging irreconcilable differences and each party does so hereby voluntarily waive personal service of process upon him or her of any such complaint.

9. Children's Education Expenses. The parties agree to equally share the private educational expenses of their minor children. Said expenses include but are not limited to tuition, books, general activity fee, donations, and required class activities.

IN WITNESS WHEREOF, the parties hereunto have subscribed their names on the day and date first above written, in Nashville, Tennessee.

Charles Ray Owens
HUSBAND

Brenda Carol Owens
WIFE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the State of Tennessee, County of Davidson, the above named Brenda Carol Owens, with whom I am personally acquainted, and who executed the above instrument for the purposes stated therein on this 14th day of May, 1981.

M. Shirley Hall
NOTARY PUBLIC

My Commission Expires: 10-21-84

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the State of Tennessee, County of Davidson, the above named Charles Ray Owens, with whom I am personally acquainted, and who executed the above instrument for the purposes stated therein on this 14 day of May, 1981.

M. Shirley Hall
NOTARY PUBLIC

My Commission Expires: 10-21-84

The Court finds as a matter of fact that the parties have made adequate and sufficient provisions, by written agreement, for the equitable settlement of any property rights between them. The Court further, affirmatively finds that the Agreement is sufficient and equitable in all respects; and it is further

ORDERED, ADJUDGED, and DECREED by the Court that the Property Settlement Agreement heretofore entered into by the parties to this cause are in all things ratified, approved, and confirmed by the Court, and are made a part of this Decree for all purposes contained therein.

The husband, Charles Ray Owens, will pay all court costs in this cause for which let execution issue if necessary and the wife shall be refunded by the Clerk all advance filing fees which were paid to initiate this divorce action.

ENTERED this _____ day of _____, 1981.

JUDGE

10-20-81

M. WESLEY HALL, III
Attorney for Plaintiff

CERTIFICATE

I hereby certify that an exact and true copy of the foregoing Final Decree has been forwarded to Charles Ray Owens, Defendant, 1029 Cahal Avenue, Nashville, TN 37206 this 21st day of October, 1981.

M. WESLEY HALL, III

G 6 7 8 3 6

7765 ORG 11/10 $8.00- CHECK

IDENTIF. REFERENCE BOOK 5818 PAGE 261

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Nov 12 11 05 AM '81

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Minute Book 123 A Page 284

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* BRENDA CAROL OWENS *Plaintiff, and* CHARLES RAY OWENS *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* 10th *day of* November *in the year one thousand nine hundred and* eighty-one *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Sue Woods, *D. C.*

Form #GR-117