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IN THE ~~FOURTH~~ THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Map 48
Par 124 Ld

BILLIE J. HARDIN,	)	
	)	
Plaintiff,	)	
	)	
v.	)	NO. 80D-3285
	)	
ROBERT S. HARDIN,	)	
	)	
Defendant.	)	

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FINAL DECREE

This cause came to be heard this 27th day of October, 1981, before the HONORABLE JOE C. LOSER, JR., Judge, upon the original Complaint for Absolute Divorce, statements by the Plaintiff, Plaintiff's attorney and the entire record herein, from all of which the Court finds that the allegations of the Complaint are sustained by the proof; that is, that the parties have irreconcilable differences.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff, BILLIE J. HARDIN, be and is hereby awarded an Absolute Divorce from the Defendant, ROBERT S. HARDIN, and the parties are restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court approve the Settlement Agreement signed by the parties and incorporated it by reference as the Order of this Court; a copy of said Settlement Agreement is attached hereto as Exhibit "A".

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the cost of this cause be taxed to the Plaintiff, for which execution may be issued.

ENTERED this _____ day of _____, 1981.

JUDGE

11/4/81

Approved for entry:

RICHARD MANSON
Attorney for Plaintiff
2701 Jefferson St., Suite 203
Nashville, TN 37208

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7765

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D.C.

IN THE ~~FOURTH~~ 3rd CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 5818 PAGE 263

BILLIE J. HARDIN,
Plaintiff,
v.
ROBERT S. HARDIN,
Defendant.

NO. 80D-3285

PROPERTY SETTLEMENT AGREEMENT

This Agreement made between, BILLIE J. HARDIN, hereinafter called "Wife" and Robert S. Hardin, hereinafter called "Husband".

WHEREAS, these parties have been married since August 6, 1966, and there have been no children born of this union; and

WHEREAS, certain differences and difficulties have arisen between the parties and a divorce action in which irreconcilable differences is alleged as a ground has been instituted in the Circuit Court of Davidson County, Tennessee, and the parties have no expectation of resuming their marital relationship; and

WHEREAS, the parties desire to enter into an Agreement in regard to their respective rights and obligations arising out of the marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed on the ground of irreconcilable differences,

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. Real Property. Husband agrees to purchase Wife's equity in the homestead now owned by the parties as tenants by

the entireties and known as 6224 Homeland Drive, Nashville, Davidson County, Tennessee. Said property is more fully described as follows:

> Beginning at a point in the southeasterly margin of Stevens Lane common corner of Lots 204 and 205 thence with the line between said two lots south 25° 22' east 271.6 feet then south 80° 00' west 220.0 feet to a point in the easterly margin of Homeland Drive thence with said margin north 10° 00' west 203 feet to a point thence around the curve northeasterly 32.70 feet to the southeasterly margin of Stevens Lane thence with said margin 134.0 feet to the point of beginning.
>
> Being the same property conveyed to Robert S. Hardin et ux, Billie J. Hardin by deed of record in book _____ page _____ RODC.

The value of the Wife's equity in the property shall be deemed to be fifteen thousand dollars and 00/100 ($15,000.00), which is payable as follows: The first five thousand dollars and 00/100 ($5,000.00) is due on or before November 27, 1981, the balance of ten thousand dollars and 00/100 ($10,000.00) is payable with simple interest at twelve per cent (12%) per annum. The first installment being due on or before December 27, 1981, and thereafter on the 27th day of each and every month until the 27th of December, 1989, at which time the unpaid principal balance of ten thousand dollars and 00/100 ($10,000.00) plus ~~and accrued and~~ any unpaid interest shall be paid in full.

In the event that Husband shall remarry, convey, sell, die or fail to tender payment of any installment on the date due, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the Wife. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. Should it become necessary to collect the payments due under this Agreement through an attorney, Husband agrees to pay all costs of collection, including a reasonable attorney's fee and hereby waives presentment for payment, protest, and notice of protest and nonpayment under this Agreement.

2. Personal Property. Wife agrees to surrender to Husband the .22 caliber pistol now in her possession. All the other personal property of the parties has already been divided to their mutual satisfaction.

3. Automobiles. Wife agrees to keep the 1976 Ford Thunderbird, automobile which is presently in her possession. ~~Wife also~~ agrees to keep the ~~1980 Buick Regal now in the possession of Husband and to hold Husband harmless on the indebtedness thereon~~. Husband agrees to transfer ~~all~~ title to the aforementioned automobile ~~and surrender possession of the 1980 Buick Regal to Wife~~ on or before November 27, 1981. Husband agrees to keep the 1964 Chevrolet AND the 1980 Buick Regal which is now in his possession and to hold Wife harmless on the indebtedness thereon.

BJH

4. Debts. It is agreed that each of the parties shall be responsible only for the payment of accounts or charges which are presently listed in his or her name unless otherwise stated in this Agreement. Each party agrees to indemnify and hold the other harmless for any liability resulting from the failure to pay such accounts when they are due.

5. Bank Accounts. The parties agree to keep their respective checking and savings accounts.

6. Attorney's Fees. Husband and Wife agree that they shall each be responsibile for the payment of his or her own attorney's fees.

7. Court Costs. The Husband shall be responsible for paying court costs.

The parties desire that this Agreement be incorporated as a part of any final decree of divorce that may hereinafter be entered in the Circuit Court of Davidson County, Tennesee or any other Court having appropriate jurisdiction over the parties. and to that end agree that it shall be submitted to the Court for its ratification and approval.

This Agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those expressly herein set forth.

It is understood by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated. Provisions of this Agreement and their legal effect have been fully explained to each of the parties and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

WITNESS our hands on the day and date writted below.

G 6 7 8 3 7

IDENTIFICATION REFERENCE
Nov 12 11 09 AM '81
FELIX Z. ZOLLICOFFER
DAVIDSON COUNTY, TENN.

10-27-81
Date

PUSH

Billie J. Hardin
BILLIE J. HARDIN

10-27-81
Date

Robert S. Hardin
ROBERT S. HARDIN

Billie J. Hardin
SUBCRIBED and sworn to before me this 27 day of October, 1981.

Notary Public

My Commission expires:
10-21-84

Robert S. Hardin
SUBSCRIBED and sworn to before me this 27 day of October, 1981.

Notary Public

My Commission expires:
10-21-84

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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* BILLIE J. HARDIN *Plaintiff, and* ROBERT S. HARDIN *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: _____ D.C.