IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
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GEORGE L. BAXTER, CLERK
D.C.

JAMES LEO BERRY, JR.,

Plaintiff/
Counter-Defendant,

vs.

SERENA C. BERRY,

Defendant/
Counter-Complainant,

Map 107-13
Par 105 ss

NO. 81D-2670 and
81D-2759

BOOK 5840 PAGE 592

FINAL JUDGMENT OF DIVORCE

This cause came on to be heard this 14th day of October, 1981, before the Honorable Joe C. Loser, Judge, upon the counter-complaint for absolute divorce, as amended by agreement at the hearing, personal service of process on the counter-defendant and counter-complainant on July 30, 1981 and July 25, 1981, respectively, the sworn testimony of the counter-complainant in open Court, statement of counsel for each party, the signed Settlement Agreement dated October 14, 1981, and the entire record herein, from all of which the Court finds that the allegations of the counter-complaint are sustained by the proof; that is, that the parties have irreconcilable differences. The Court further finds that there are no minor children of the marriage, and that there has been an equitable settlement of any property rights of the parties.

IT IS THEREFORE ORDERED AND ADJUDGED that the counter-complainant, Serena C. Berry, be and is hereby awarded an absolute divorce from the counter-defendant, James Leo Berry, Jr., and the parties are restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED AND ADJUDGED that the Court approves the Settlement Agreement signed by the parties and incorporates it by reference as the order of this Court. A copy of said Agreement is attached hereto as an exhibit.

IT IS FURTHER ORDERED AND ADJUDGED that the costs of this cause be and are hereby taxed to the counter-defendant, for which execution shall issue if necessary.

ENTERED this_____day of_____, 1981.

JUDGE

10/21/81

PREPARED BY:

ASHLEY T. WILTSHIRE, JR.
LEGAL SERVICES OF MIDDLE TENNESSEE

Attorney for Counter-Complainant

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing instrument was mailed to the counter-defendant's attorney, James C. Vance, Bellevue Professional Center, 237 Old Hickory Boulevard, Bellevue, Tennessee 37221, this 19 day of October, 1981.

ASHLEY T. WILTSHIRE, JR.

RECEIVED THIS 21

BOOK 5840 PAGE 594

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JAMES LEO BERRY, JR.	)	
	)	
Plaintiff	)	
	)	
vs.	)	No. 81D-2670 and
	)	81D-2759
SERENA C. BERRY,	)	
	)	
Defendant	)	

FILED
OCT 27 PM 3
D.C.

SETTLEMENT AGREEMENT

This Agreement is made between Serena C. Berry, hereinafter called Wife, and James Leo Berry, hereinafter called Husband.

WITNESSETH:

WHEREAS, these parties have been married since November 5, 1971, 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 Third Circuit Court of Davidson County, Tennessee, and they have no expectation of resuming their marital relationship; and,

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

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

1. PERSONAL PROPERTY. The parties have heretofore divided their personal property between themselves. All furniture, furnishings and personal effects presently in the possession of Wife shall be her sole and separate property. All furniture, furnishings and personal effects in the possession of the Husband shall be his sole and separate property.

2. REAL PROPERTY. It is agreed that all right, title, and interest of the Husband in the house and lot titled in the parties' names shall be divested out of him and vested solely in the Wife. Said property is located at 1201 Thompson Place and is more specifically described:

> Land in Davidson County, Tennessee, being Lot No. 274 on the Map of the First Addition to Miro Meadows, as of record in Book 1424, page 107, Register's office for said County, and described according to a survey made by Cantrell, Connell and Greek, Engineers, as follows:
>
> Beginning at a point in the south margin of Thompson Place at the corners of Lots Nos. 274 and 275; thence with the line between said lots, southerly 158.4 feet to a point; thence westerly 107.9 feet to the east margin of Catina Drive; thence with the margin of the same; northerly 140 feet to the beginning of a curve; thence around said curve northeasterly 28.24 feet to the south margin of Thompson Place; thence with the margin of the same, easterly 66.5 feet to the beginning.
>
> Being the same property conveyed to James L. Witty and wife, Irene H. Witty, by deed from A. G. M. Homes, Inc. of record in Book 1733, pages 291, Register's Office for Davidson County, Tennessee; and further being the same property conveyed to Serena V. Blair by the decree of the Probate Court of Davidson County, Minute Book 14A, Page 229, of the minutes of said Court and of record in Book 4352, Page 877 in the office of the Register of Davidson County; and further being the same property conveyed to Serena Blair Berry and James Leo Berry from Serena Blair Berry of record in Book 4657, Page 551, in the office of the Register of Davidson County.
>
> This conveyance is made subject to Restrictive covenants recorded in Book 1710, page 183, which were made applicable to the property in question by instrument of record in Book 1716, page 505, and the plan or record in Book 1424, page 106, RODC, Tennessee, which shows a 40-foot set-back line from Thompson Place, a 20-foot set-back line from Catina Drive, and a 10-foot easement along the south line of the lots for utilities.

3. CEMETARY SPACES. All right, title and interest of the Husband in certain cemetary spaces, being Lot Number 26 of Chapel Garden E, spaces 1, 2, 3, 4, 5 and 6, deed number 9132, shall be divested out of the Husband and vested soley in the Wife.

4. AUTOMOBILES. The 1965 Pontiac Bonneville, which is titled in Wife's name shall be vested solely in Wife. The 1973 Dodge Van which is titled in Husband's name shall be vested solely in Husband. The 1970 Opel which is titled in both parties' names shall be vested solely in Wife. The 1976 Chevrolet truck which is titled in Husband's name shall be vested solely in Husband.

in solido J.L.B. M.C.B.

5. ALIMONY. As alimony and as satisfaction for any past obligations he may have for the parties' telephone bill, electric bill and water bill at the residence of the parties 1201 Thompson Place, and any obligation for repairs to the 1970 Opel vested in the Wife herein above, and for her previous medical expenses, Husband has paid Wife this date Four Hundred dollars ($400.00) and should pay to her an additional Four Hundred Dollars ($400.00) within sixty (60) days of this date, for which amount (the second Four Hundred Dollars) the Wife shall have a judgement against the Husband for which execution may issue if it is not paid in a timely manner.

6. INJUNCTION. The parties each shall be enjoined against coming about the other for the purpose of and from threatening, harassing, assaulting or harming the other in any way whatsoever.

7. COURT COSTS. It is agreed that any costs of Court incurred as a result of the pending action for absolute divorce shall be paid by Husband.

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

9. This Agreement constitutes the present agreement of the parties. It supersedes any and all prior agreements between them.

10. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion or misrepresentation. The parties hereto have been represented by their respective attorneys in connection with the negotiations and preparation for this Agreement. Each party acknowledges having read this Agreement, that it is fair and equitable and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

James Leo Berry, Jr.

Serena C. Berry

DATE: Oct 14 1981

Oct 14, 1981

JAMES C. VANCE
Attorney for Plaintiff/Husband
237 Old Hickory Boulevard
Nashville, Tennessee 37221

ASHLEY T. WILTSHIRE, JR.
Attorney for Defendant/Wife
1512 Parkway Towers
Nashville, Tennessee 37219

G 7 5 1 4 0

IDENTIFICATION REFERENCE

JAN 14 1 05 PM '82

REGISTER DAVIDSON COUNTY, TENN.

81D-2670 & 81D-2759 122B-974

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* ~~exemplification~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* James Leo Berry, Jr. *Plaintiff, and* Serena C. Berry *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* 7th *day of* January *in the year one thousand nine hundred and* eighty-two *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Randy Bryant, *D. C.*

Form #GR-117