IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KENNETH WAYNE NEELEY )

Plaintiff/Counter-Defendant )

VS. ) NO. 89347

PAMELA JUNE NEELEY )

Defendant/Counter-Plaintiff ) BOOK 5849 PAGE 108

FINAL DIVORCE DECREE

This cause came on to be heard on this the 29th day of January, 1979, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Counter-Plaintiff's counter-complaint for absolute divorce alleging irreconcilable differences; the answer of the Plaintiff and Counter-Defendant, Kenneth Wayne Neeley, admitting that irreconcilable differences exist between the parties; the property settlement agreement entered into by and between the parties providing for disposition of the realty and personalty of the parties and the custody and support of the minor children of the parties which agreement was announced to and approved by the Court; upon the testimony of the Counter-Plaintiff in open court; statement of counsel for both parties; and upon the entire recordin this cause, from all of which, the Court is of the opinion and finds that the Counter-Plaintiff has fully sustained that irreconcilable differences exist between the parties and that an absolute divorce should be granted and the aforesaid property settlement agreement made a part of the final divorce decree. It is, therefore,

ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore subsisting between the parties be, and the same hereby are, forever and perpetually dissolved and that the Counter-Plaintiff, Pamela June Neeley, be, and she hereby is, awarded an absolute divorce from the Defendant and that the parties are restored to all the rights and privileges of unmarried persons. It is, further,

ORDERED, ADJUDGED AND DECREED that the property settlement agreement entered into by and between the parties be, and the same hereby is, approved and in words and figures made a part of the ORDER of this Honorable Court and is incorporated into this final decree, to wit:

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PROPERTY SETTLEMENT AGREEMENT

WHEREAS, Kenneth Wayne Neeley and Pamela June Neeley have encountered irreconcilable differences and they 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, now, therefore, in consideration of the mutual promises hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows, to wit:

1. Pamela June Neeley shall have as her sole and separate property, free from all claims of Kenneth Wayne Neeley, the following described realty in Nashville, Davidson County, Tennessee, to wit: 103-3 180

Being Lot No. 5 of Block 5 on the Map of Part of Sylvan Park, of record in Book 332, page 104, Register's Office for said County.

Said Lot No. 5 fronts 50 feet on the south side of Wyoming Avenue, and runs back between parallel lines 160 feet to an alley.

Being the same property conveyed to Kenneth Wayne Neeley and wife, Pamela J. Neeley, by deed from James O. Haywood, et ux, as of record in Book 4728, page 929, Register's Office for said County.

Pamela June Neeley shall assume and pay the indebtedness on the above described realty and shall hold Kenneth Wayne Neeley free and harmless from same.

2. Kenneth Wayne Neeley shall have as his sole and separate property, free from all claims of Pamela June Neeley, the following described realty in Nashville, Davidson County, TEnnessee, to wit: 83-5 287

Being Lot No. 7 of Block A in F.O. Beazley's Subdivision of the Stratton Property; of record in Book 57, page 85, Register's Office for said County, to which said plan reference is here made for a more complete legal description of said lot.

Beginning at a point located 250 feet from the easterly margin of Allison Avenue in the northerly margin of Stratton Avenue fronting 50 feet thereon; thence in a northwesterly direction 170 feet between parallel lines to an alley fronting 50 feet thereon.

Being the same property conveyed to Kenneth W. Neeley and wife, Pamela J. Neeley by deed from Marshall M. Pewitt, et ux, as of record in Book 4992, page 12, Register's Office for said County.

Kenneth Wayne Neeley shall assume and pay the indebtedness on the above

described realty and shall hold Pamela June Neeley free and harmless from same.



3. The parties declare that they have heretofore made a mutually satisfactory distribution of all personal property and that each shall keep as his or her sole and separate property those items of personalty now in his or her possession with the exception of the following described items of personalty which shall be awarded to Kenneth Wayne Neeley as his sole and separate property, free from all claims of pamela June Neeley, said items being awarded Kenneth Wayne Neeley being more particularly described as follows, to wit:

1. mocrowave oven
2. water bed
3. Sony television
4. black bedroom suite
5. juke box
6. the clothing, ornaments of the person and personal effects of Kenneth Wayne Neeley.

It is mutually understood and agreed that all of the above described items of personalty specifically awarded Kenneth Wayne Neeley are now located at the home of Pamela June Neeley on 4709 Wyoming Avenue, Nashville, Tennessee, and the parties shall mutually cooperate to insure that said items of personalty are removed from said home at an early date by Kenneth Wayne Neeley.

4. The care, custody and control of the minor children of the parties shall be awarded Pamela June Neeley, with reasonable rights of visitation reserved for Kenneth Wayne Neeley, including, but not limited to, the right of Kenneth Wayne Neeley to visit and be with said children in his custody on weekends.

5. The said Kenneth Wayne Neeley being ill and unemployed, no specific amount of child support shall be awarded but, both parties agree to continue to exert their best efforts toward providing for said minor children.

6. Both parties agree to pay their own attorneys and be responsible for their own personal debts and to hold the other party free and harmless from same.

IN WITNESS WHEREOF, the parties have executed this agreement at Nashville, Tennessee.

WITNESS

KENNETH WAYNE NEELEY

WITNESS

PAMELA JUNE NEELEY

All of which is, accordingly, ORDERED, ADJUDGED AND DECREED. It is, further,

ORDERED, ADJUDGED AND DECREED that the plaintiff and Counter-Defendant pay the costs of this cause, for which execution may issue, if necessary.

ENTER this _____ day of January, 1979.

JUDGE

APPROVED FOR ENTRY:

Howard + Butler 2-1-79

HOWARD BUTLER
Attorney for Defendant/Counter-Plaintiff

WILLIAM E. HIGGINS
Attorney for Plaintiff/Counter-Defendant

FELIX A. WILSON II REGISTER
DAVIDSON COUNTY, TENN.
FEB 4 2 34 PM '82
IDENTIF. REFERENCE
G78708

CERTIFICATE OF SERVICE

I certify that I have served this final divorce decree on the Defendant, Pamela June Neeley, by mailing a true and exact copy of same to her attorney, Honorable Howard Butler, on this 29th day of January, 1979.

WILLIAM E. HIGGINS

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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 ~~correct transcript~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Kenneth Wayne Neeley *Plaintiff, and* Pamela June Neeley *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* 4th *day of* February *in the year one thousand nine hundred and* Eighty- Two *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

*By* C. Coker, *D. C.*