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IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

THELMA BOND HEARD,
Plaintiff,
vs.
FRANK BLAKE HEARD,
Defendant.

NO. 81D-3403

83-12-6718

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FINAL DECREE

This cause came on to be heard on the 4th day of December, 1981, before the Honorable Harry S. Lester, Judge of the Second Circuit Court for Davidson County, Tennessee, upon the plaintiff's Complaint for Absolute Divorce, the defendant having dispensed with the need for personal service by entering into a written and notarized Property Settlement Agreement, as provided for by T.C.A. §36-801(II), judgment by default heretofore taken, the testimony of the plaintiff in the Complaint, and upon the entire record; from all of which it is found by the Court that the plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences.

The Court further finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED by the Court that the plaintiff, Thelma Bond Heard, be, and hereby is, awarded an absolute divorce from the defendant, Frank Blake Heard; that each party be restored to all the rights and privileges of an unmarried person; and that plaintiff have her name from a previous marriage restored to her use, namely: Thelma Bond Conley.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the parties' Property Settlement Agreement be approved and ratified in full, and incorporated into and made a part of this Final Decree.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the costs of this cause be assessed against the plaintiff, for which execution may issue if necessary.

ENTER, this 4 day of December, 1981.

JUDGE

SUBMITTED FOR ENTRY:

DAVID A. HARRELSON
Attorney for Plaintiff
2108 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
Telephone: 615/244-7706

cc: Mr. Frank Blake Heard
3258 Brick Church Pike - Apt. #B-30
Nashville, Tennessee 37207

81D-3403 124A/701

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* THELMA BOND HEARD *Plaintiff, and* FRANK BLAKE HEARD *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* first *day of* March *in the year one thousand nine hundred and* eighty-two *and in the* two hundred sixth *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By V. L. Rowland, *D. C.*

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

THELMA BOND HEARD)
)
vs.) NO. 81D-3403
)
FRANK BLAKE HEARD)

PROPERTY SETTLEMENT AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants, promises, and undertakings hereinafter more fully set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, THIS AGREEMENT is made and entered into this 14th day of September, 1981, by and between THELMA BOND HEARD, hereinafter referred to as "Wife", and FRANK BLAKE HEARD, hereinafter referred to as "Husband", for the purpose of defining certain rights and privileges and transferring certain properties, effective now and on the date an Absolute Divorce is granted. THEREFORE, the parties do agree as hereinbelow set out:

1. The only real property in which the parties hold a joint interest is a house and lot located at 2603 Barclay Drive, in Nashville, Davidson County, Tennessee, 37206. With regard to said real property, the parties agree as follows:

(a) That the Wife shall have all right, title and interest in and to said real property; and the Husband hereby waives any right in, or claim to, same.

(b) That the Wife shall be solely responsible for the timely repayment of any mortgages, loans or encumbrances secured by said real property; and the Wife hereby releases the Husband with regard to any liability for repayment of same.

(c) That the Husband agrees to sign any documents required in order to transfer or convey title to said real property solely to the Wife, or to a third party should the Wife elect to sell said real property in the future, should such documents become necessary.

(d) That the Husband agrees to vacate said real property by July 31, 1981.

2. The Wife shall have all right, title and interest in and to all household furniture and furnishings currently located in the home at 2603 Barclay Drive, Nashville, Tennessee, 37206, with the exception of the following items, which are to be the Husband's sole possessions:

(a) the Husband's personal clothing;
(b) the Husband's books;
(c) one (1) small drop-leaf table;
(d) one (1) apartment-size refrigerator;
(e) one (1) straight-leg chair;
(f) two (2) green bar stools;
(g) one (1) twin maple bed & chest of drawers;
(h) one (1) Duncan Phyfe couch;
(i) assorted dishes, flatware & cooking utensils; and
(j) assorted bed linens & towels.

3. The Wife shall have all right, title and interest in and to one (1) 1974 Mercury Cougar automobile, currently titled in the Wife's name, and the same being unencumbered.

4. The Wife shall have all right, title and interest in and to one (1) 1975 Mercury Marquis automobile, currently titled in the Wife's name; and the Wife shall be solely responsible for the timely repayment of a certain loan made to the parties by C.I.T., which loan financed the purchase of said automobile.

5. All interest in any other tangible personal property owned by the parties and now in the possession of the Wife is hereby divested out of the Husband and vested solely in the Wife; and all interest in any other tangible personal property owned by the parties and now in the possession of the Husband is hereby divested out of the Wife and vested solely in the Husband.

6. The parties hereby agree that except as otherwise described herein, each party shall be solely responsible for the repayment of any loans, debts or accounts incurred in his or her own name, both prior to the signing of this Agreement and thereafter.

7. The Wife shall have the right to have her name from a previous marriage restored to her use; namely: Thelma Pond Conley.

8. Both parties hereby agree that by signing this Agreement, they accept service of process, and submit themselves to the jurisdiction of the Circuit Court for Davidson County, Tennessee.

9. It is mutually understood and agreed by and between the parties hereto that this is a complete and final Property Settlement Agreement between them; and that in the event a divorce is granted, neither of them will ever hereafter have any property claims whatsoever against the other, except as described and provided for herein.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

MEMO
FOR PRINTING IN

THELMA BOND HEARD

FRANK BLAKE HEARD

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

MEMO
OR PRINTING IN

Personally appeared before me, a Notary Public in and for said State and County, THELMA BOND HEARD, with whom I am personally acquainted, and who acknowledged to me that she signed the within PROPERTY SETTLEMENT AGREEMENT as her free act and deed for the purposes therein contained, this 14th day of September, 1981.

Kaye E. Leggett
NOTARY PUBLIC

My commission expires:
May 5, 1985.

MEMO
OR PRINTING IN
FACTORY WHEN RECEIVED

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, FRANK BLAKE HEARD, with whom I am personally acquainted, and who acknowledged to me that he signed the within PROPERTY SETTLEMENT AGREEMENT as his free act and deed for the purposes therein contained, this 11th day of August, 1981.

Kaye E. Leggett
NOTARY PUBLIC

My commission expires:
May 5, 1985.

RUSH

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IDENTIF. REFERENCE

MAR 1 4 02 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN