OFFICIAL RECEIPT

3/9/28

IN THE SIXTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

D.C.

LISA RUTH BEAN TOWNS,)

Plaintiff,)

vs.)

GARY DALE TOWNS,)

Defendant.)

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NO: 82D-553

Map Parcel 33.8-05

FINAL DECREE

This cause came on to be heard on the 24th day of May, 1982, before the Honorable James M. Swiggart, Judge, upon Plaintiff's complaint for Absolute Divorce; upon the testimony of Plaintiff, upon the Property Settlement Agreement, and upon all of the pleadings. From all of which the Court finds that the allegations of Plaintiff's complaint is sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle them to an absolute divorce. The Court further finds that the parties have made adequate and sufficient provision by the written Property Settlement Agreement and for the equitable settlement of any property rights between the parties. The Court further finds that the Property Settlement Agreement is adequate, sufficient and equitable. The Court further finds that the waiting period, as required by statute, has elapsed.

It is therefore ORDERED, ADJUDGED AND DECREED that the parties be, and are hereby, awarded an absolute divorce, that they be restored to all the rights and privileges of unmarried persons, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further ORDERED, ADJUDGED AND DECREED that the original Property Settlement Agreement is hereby approved by the Court, and each and every provision of said Agreement is hereby made the decree of the Court. The Poperty Settlement Agreement is in words and figures as follows:

1995

OFFICIAL RECEIPT

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IN THE SIXTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

LISA RUTH BEAN TOWNS,	)	
Plaintiff,	)	
Vs.	)	NO. 82D-553
GARY DALE TOWNS,	)	
Defendant.	)	

PROPERTY SETTLEMENT AGREEMENT

This Agreement made and entered into on this the 11th day of May, 1982, by and between LISA RUTH BEAN TOWNS, hereinafter referred to as "Wife," and GARY DALE TOWNS, hereinafter referred to as "Husband;" and,

WHEREAS, the parties hereto are experiencing marital difficulties and Wife has filed suit for divorce in the Circuit Court of Davidson County, Tennessee, and the parties are desirous by this Agreement of settling all of their property rights subject to the approval of the Court and the same are as follows:

1. Husband shall be responsible for and hold Wife harmless from the following outstanding indebtednesses: Credit Thrift, Associates Capital, Firestone, Husband's MasterCard, Husband's VISA card, and monthly life insurance premiums.

2. Husband shall by quitclaim deed or by decree of the Court transfer to Wife all of his right, title and interest in and to their residence at 156 Hardaway Drive in Davidson County, Tennessee.

3. Husband shall pay to Wife one-half (½) of the monthly mortgage payments and provided he remains current in said payments and survives Wife, he shall upon sale of said property be entitled to one-half (½) of the equity therein.

4. Wife shall be responsible for all other outstanding indebtednesses of the parties as of the date this Agreement is executed.

5. Each party hereto will be responsible for their own attorney's fees.

6. Wife will pay the court costs incurred.

The foregoing constitutes a full and complete understanding between the parties and each acknowledges that the same is fair and equitable and ask that it be approved by the Court.

LISA RUTH BEAN TOWNS, Wife

GARY DALE TOWNS, Husband

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, A. B. Tuff Jr., a notary public in and for said County and State, the within named LISA RUTH BEAN TOWNS and GARY DALE TOWNS with whom I am personally acquainted, and they acknowledged they are the parties to the foregoing Agreement and they have executed the same in my presence.

This 11 day of May, 1982.

A. B. Tuff Jr.
Notary Public

My Commission Expires: 1-15-83

OFFICIAL RECEIPT

In order to properly implement paragraph two of the Property Settlement Agreement set out above,

It is accordingly ORDERED ADJUDGED AND DECREED that all of the Defendant's right, title and interest in and to their residence at 156 Hardaway Drive be and the same is hereby divested from him and vested in the Plaintiff as her sole and absolute property, and the same is described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 304 on the plan of Gatewood, Section 2, of record in Book 3700, page 144 and 145, Register's Office for said County.
>
> SAID Lot No. 304 fronts 85.0 feet on the southeasterly margin of Hardaway Drive and extends back 190.0 feet on the northeasterly line and 110.0 feet on the southwesterly line to a dead line in the rear, measuring 116.7 feet thereon.
>
> BEING the same property conveyed to Gary D. Towns and wife Lisa by Deed from Frank R. Tinnon and L. M. Clendenin as of record in Book 5346, page 632 Register's Office for Davidson County, Tennessee.

It is further ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be and are hereby taxed against the Plaintiff.

It is finally ORDERED, ADJUDGED AND DECREED that execution may issue to enforce any of the provisions of this Decree.

This 14th day of May, 1982

JAMES M. SWIGGART, JUDGE

APPROVED FOR ENTRY:

PACK, NEIL & PRICE, P.C.

BY: _____
A. B. NEIL, JR.
Attorney for Plaintiff

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C E R T I F I C A T E

I hereby certify that a true and exact copy of the foregoing Final Decree has been furnished to the Defendant, on this the 24th day of May, 1982.

A. B. NEIL, JR.

G 9 5 0 5 7

IDENTIF. REFERENCE

JUN 10 3 11 PM '82

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN

RUSH

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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* ~~correct transcript~~ True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Lisa Ruth Bean Towns *Plaintiff, and* Gary Dale Towns *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* June *in the year one thousand nine hundred and* Eighty-Two *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Virginia Leary, *D. C.*

Form #GR-117