10-2-;
1130/215

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Map 155
Par 87 & 88 Jd

BEVERLEY LYNNE (NASH) CASS, PLAINTIFF	)	
VS	)	NO. 95380
EDDIE CARROL CASS, DEFENDANT	)	

FINAL DECREE

BOOK 5898 PAGE 961

This cause came on to be heard on the 14th day of September, 1979, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce and the default judgment, and upon the statement of the Plaintiff, Beverley Lynne (Nash) Cass, that the parties had entered into a property settlement agreement and that she desired approval of the property settlement agreement and the granting of the divorce upon irreconcilable differences. From the hearing in this cause, it is the opinion of the Court that the parties do have irreconcilable differences and that the property settlement agreement is approved by this Honorable Court, and that the Plaintiff should be granted an absolute divorce.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore existing between the parties be and the same are perpetually dissolved, and the plaintiff is restored to all right and privileges of an unmarried person, and is thereby granted an absolute divorce.

IT IS, FURTHER, ORDERED, ADJUDGED AND DECREED that the property settlement agreement entered into between the parties be and the same is hereby approved as follows, to wit:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into on the 26th day of June, 1979, by and between Beverley Lynne (Nash) Cass, hereinafter referred to as "Wife," and Eddie Carrol Cass, hereinafter referred to as "Husband."

W I T N E S S E T H:

WHEREAS, the parties hereto are now husband and wife, but have been living separate and apart since November 10, 1978. and said separation resulted from unhappy and irreconcilable differences between them, and

WHEREAS, there is now pending in the Circuit Court of Davidson County, Tennessee, a divorce action styled Cass v. Cass, Docket No. 95380, wherein Wife is the plaintiff and Husband is the defendant; and

WHEREAS, it is the desire of the parties, in the event a divorce is granted to either of them by a Court of competent jurisdiction, and insofar as they may be able to do so, to settle certain property rights between themselves;

WHEREAS, it is understood by both parties that the terms of such agreement as to the disposition of the property of the parties is to be incorporated into the final divorce decree and that said agreement is to be complete and full settlement of their property rights between them so that any terms may be enforceable by contempt proceedings, if necessary. This agreement is not intended, nor shall it be construed to be an agreement for divorce. Either party shall have the right to appear in Court and contest such action. It is agreed between the parties that this agreement may be submitted to the Court for approval and may be part of the final decree of divorce. Each party waives any right to apply to any Court for modification of this agreement prior to the final decree of divorce.

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual agreements hereinafter contained, the parties do hereby agree as follows:

1. That the parties are owners of tenants by the entirety of a tract or parcel of land located and known as 7836 Old Harding Road, Nashville, Davidson County, Tennessee, and more particularly described as follows:

> Land in Davidson County, Tennessee, being Two Tracts of land known as part of Lot 3 on the Map of the J. H. Wright Belleview Farm, not of record, described according to a survey made by Bruce Rainey & Associates, dated April 14, 1978, as follows:
>
> Beginning in the center of the Old Harding Road at the southeast corner of the property conveyed to Davidson County Board ofEducation of record in Book 1085, page 284, said Register's Office; thence North 40° 55' West 484 feet to a point; thence North 74° 30' West 310 feet to a point; thence North 3° 40' East 237 feet to a point; thence North 81° 15' East 384.5 feet to a point; thence South 32° 05' East 715 feet to a point in the center of Old Harding Road; thence running with the center line of said road westwardly 211 feet to the point of beginning.
>
> Being the same property conveyed to Eddie C. Cass and wife, Beverley N. Cass by deed from I. Della Castleman and husband, if married, of record in Book 5277, page 70, Register's Office for Davidson County, Tennessee.

All right, title and interest to said homeplace shall be divested from Wife and same shall be vested into Husband. Husband shall be responsible for any remaining mortgage on said property (either existing or to be obtained) and Wife shall be held harmless therefor.

2. Husband shall execute a note in the amount of Five Thousand and NO/100 ($5,000.00) Dollars payable to the Wife, subject to the following terms: (a) The Note shall bear no interest for a period of twenty-four (24) months after execution of the property

settlement agreement. (b) Thereafter, interest shall be paid on a quarterly basis at the rate of seven (7%) percent simple interest per annum. (c) The first payment on the note will not be due until forty (40) months after the date of the execution of the property settlement agreement. (d) After commencement of monthly payments, the note shall be paid in forty-eight (48) equal installments of One Hundred Nineteen and 74/100 ($119.74) Dollars each. (e) It is agreed that in the event Husband shall sell the aforedescribed real property as vested in him in paragraph "1" of this property settlement agreement, payment of this note shall be accellerated and become due and payable in full.

3. Husband agreed to assume all outstanding indebtedness of the parties incurred prior to the parties' separation, including, but not limited to certain amounts owed upon a Master Charge account and a note at Commerce Union Bank.

4. Husband agrees to assume responsibility for all indebtedness and shall hold Wife harmless therefor, as may have accrued from engaging in the business of Cass Drugs, Inc., d/b/a Super D Drug 119, Nashville, Tennessee.

5. The parties agree that for the tax year 1978, they shall file a joint return, from which return proceeds are expected in the amount of One Thousand Four Hundred and No/100 ($1,400.00) Dollars, and from which Husband shall receive One Thousand One Hundred and No/100 ($1,100.00) Dollars and Wife shall receive Three Hundred and NO/100 ($300.00) Dollars.

6. Husband shall receive as his sole and separate property an antique table and chairs composing of diningroom suite, a sofa and chair from the livingroom, color television, stereo, an iron bed, chest of drawers, and all of his personal effects.

7. Wife shall have as her sole and separate property all property not specifically given to Husband, including, but not limited to a washer, dryer, china and crystal.

8. All right, title and interest in and to a 1977 Buick automobile shall be divested from Husband and same shall be vested into Wife. Any outstanding indebtedness on said automobile shall become the sole responsibility of Wife and she agrees to hold Husband harmless therefor.

9. All right, title and interest in and to a 1968 Plymouth automobile shall be divested from Wife and same shall be vested into Husband. Any outstanding indebtedness on said automobile shall become the sole responsibility of Husband and he agrees to hold Wife harmless therefor.

10. Wife shall assume all responsibility for payment of a bill and owing Cain-Sloan, Inc. for clothes she has purchased.

11. The Agreemant shall take effect immediately upon the signing of the same by the parties.

12. This Agreement shall be governed by the laws of the State of Tennessee.

13. This Agreement contains the entire Agreement between the parties and there are no understandings, either expressed or implied, not specifically contained herein; that neither party shall have the right against the other growing out of the marital relationship if the same is not specifically provided for in this Agreement.

14. Each party shall, at all times and from time to time hereinafter, take any and all steps to execute, acknowledge and deliver to the other party any and all further instruments and assurances that the other may reasonably require for the purpose of giving full force and effect to the provisions of this Agreement.

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

IN WITNESS WHEREOF, the following have subscribed their names on this the 26th day of June, 1979.

/s/ Beverley Lynne (Nash) Cass
BEVERLEY LYNNE (NASH) CASS, "Wife"

/s/ Eddie Carrol Cass
EDDIE CARROL CASS, "Husband"

IT IS FURTHER, ORDERED, ADJUDGED AND DECREED that the plaintiff shall have her maiden name of Nash restored.

IT IS FURTHER, ORDERED, ADJUDGED AND DECREED that the real property located at 7836 Old Harding Road is the sole and exclusive property of the Husband, and that the Husband executed a Promissory Note dated August 29, 1979 to the Wife in the amount of $5,000.00, the contents of which are as follows:

"PROMISSORY NOTE

$5,000.00 Nashville, Tennessee
August 29, 1979

For value received, I EDDIE CARROL CASS, jointly and severally promise to PAY TO THE ORDER OF BEVERLEY LYNNE (NASH) CASS, 97 WhiteBridge Road, Apartment B-15, Nashville, Tennessee, 37209, the sum of FIVE THOUSAND and NO/100 ($5,000.00) DOLLARS upon the following conditions.

The principal sum shall bear no interest for a period of twenty-four (24) months from June 26, 1979, and shall bear interest at a rate thereafter of seven (7%) per cent simple interest per annum. Interest shall be due and payable quarterly until commencement of payments on principal. The first payment upon the principal shall be due on September 26, 1982. Payments on principal shall be over a period of forty-eight (48) months at a rate of One Hundred Nineteen and 74/100 ($119.74) Dollars.

In the event that certain real property known as 7836 Old Harding Road and more particularly described as follows:

> Land in Davidson County, Tennessee, being two Tracts of land known as part of Lot 3 on the Map of the J. H. Wright Belleview Farm, not of record, described according to a survey made by Bruce Rainey & Associates, dated April 14, 1978, as follows:
>
> Beginning in the center of the Old Harding Road at the southeast corner of the property conveyed to Davidson County Board of Education of record in Book 1085, page 284, said Register's Office; thence North 40° 55' West 484 feet to a point; thence North 74° 30' West 310 feet to a point; thence North 3° 40' East 237 feet to a point; thence North 81° 15' East 384.5 feet to a point; thence South 32° 05' East 715 feet to a point in the center of Old Harding Road; thence running with the center line of said road westwardly 211 feet to the point of beginning.

Being the same property conveyed to Eddie C. Cass and wife, Beverley N. Cass by deed from I. Della Castleman and husband, if married, of record in Book 5277, page 70, Register's Office for Davidson County, Tennessee.

and as included in the property settlement agreement in Cass v. Cass, No. 95380, shall be sold, transferred or conveyed, the balance due shall be accellerated and become payable in full.

If any installment of this note is not paid at the time and place specified herein, the entire amount unpaid shall be due and payable forthwith without notice at the election of the holder of the note. All parties hereto, whether makers, endorsers, sureties, guarantors, or otherwise, hereby waive demand, protest, or notice of dishonor or nonpayment of this obligation and further waive all exemptions whether homestead or otherwise to which they or any of them may now or hereafter be entitled under the laws of this state of any other state. Each of the undersigned hereby agrees that additional signatures may be added, either above or below any of the signatures hereto. If collateral is held to secure this note, same is subject to sale without public notice if any installment is not paid when due.

If this note is place in the hands of an attorney for collection, we the undersigned agree to pay all costs of collection, including a reasonable attorney's fee, whether suit is brought or not.

All parties, including Co-Makers, Endorsers and Guarantors, consent to any and all exenteions of time, renewals, waivers or modifications that may be granted by Holder with respect to payment or other provisions of this Note and to the release of collateral, or any part thereof, with or without substitutions, and hereby waive presentment, demand, protest and all notices.

If more than one party execute this Note, the term "Undersigned" as used shall mean all such parties who shall be jointly and severally obligated hereunder.

SIGNATURES:

/s/ Eddie C. Cass
7836 Old Harding Road
Nashville, TN 37221
8/29/79 - EC "

IT IS FURTHER, ORDERED, ADJUDGED AND DECREED that the Defendant, Eddie Carrol Cass be required to pay the costs of this cause for which execution may issue if necessary.

ENTER: this ___ day of _____, 1979.

JUDGE BENSON TRIMBLE

10-2-79

APPROVED FOR ENTRY:

James L. Curtis
Attorney at Law
1411 Parkway Towers
Nashville, TN 37219

cc: Mr. Michael Noel, Attorney

BOOK 5898 PAGE 966

RUSH

IDENTIF. REFERENCE

JUN 16 3 22 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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95230 1130 2155

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* BEVERLEY LYNNE (NASH) CASS *Plaintiff, and* EDDIE CARROL CASS *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* 16th *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 _____, *D. C.*

Form #GR-117