Map 94-16
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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

HORTENCIA C. DUNCAN		
V.		No. 81D-2089
FLOYD DUNCAN, JR.		

BOOK 5909 PAGE 378

FINAL DECREE

This cause came on for hearing on this the 14th day of May, 1982, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the Complainant, Hortencia C. Duncan, personal service of process had upon the Defendant, Floyd Duncan, Jr., Answer and Counter-Complaint filed thereto, with the cause proceeding to trial as an uncontested matter and with the Defendant herein desiring to withdraw his Answer and Counter-Complaint, testimony of Complainant heard in open court, submission to the Court of a written and properly executed Property Settlement Agreement as between the parties, statement of counsel, and the entire record herein. From all of which the Court is of the opinion and finds as follows:

That the Defendant herein, Floyd Duncan, Jr., is hereby allowed to withdraw his Answer and Counter-Complaint filed herein and the same is termed withdrawn and not before the Court.

It further appears from the testimony of the Complainant, Hortencia C. Duncan, that the parties hereto have irreconcilable differences which make a continuation of the marriage both impossible and impractical.

It is, therefore, ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing by and between the parties are hereby dissolved, and the Complainant, Hortencia C. Duncan, is hereby awarded an Absolute Divorce from the Defendant, Floyd Duncan, Jr., and she is hereby restored to all the rights and privileges of an unmarried person.

It is further ORDERED and ADJUDGED by the Court, and the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights as between them, and further they have made adequate and sufficient provisions for the custody and support of the minor child. Said Agreement is in words and figures as follows:

PROPERTY SETTLEMENT AND CUSTODY AGREEMENT

This Agreement was made and entered into on this the 12th day of April, 1982, by and between Hortencia C. Duncan, hereinafter called the "wife," and Floyd Duncan, Jr., hereinafter called the "husband;"

WITNESSETH:

That WHEREAS the parties are man and wife and serious marital difficulties have arisen by and between the parties and the wife having filed a Complaint for Absolute Divorce in the Fourth Circuit Court for Davidson County, under Rule No. 81D-2089, and with the husband having filed an Answer hereto, and now with the parties desiring to settle their respective rights in and to the real, personal, and mixed property of the parties and desiring to settle their respective rights in and to the real, personal, and mixed property of the parties and desiring also to settle their rights and obligations in and to the custody and support of the minor child of the parties, the parties have agreed upon the following as evidenced by their signatures hereto.

Now, THEREFORE, in consideration of the mutual benefits and promises hereinafter set forth, the wife and husband agree as follows:

1. The wife shall make application to the Court for a Decree of Absolute Divorce upon the grounds of irreconcilable differences.

2. The wife shall be awarded custody of the minor child of the parties, to wit, Stephen Floyd Duncan, age 8 years, with reasonable rights of visitation being reserved to the Defendant husband herein.

3. The wife shall retain the homeplace of the parties located at 1512 Spence Circle, Nashville, Davidson County, Tennessee, to be hers absolute and in fee simple, free and clear of any interest of the Defendant herein. The husband agreed to be divested of any interest he might have in said property and for the interest to be reinvested in the wife herein. If, however, the wife shall ever sell said homeplace, one-third (1/3) of the net proceeds shall be placed into trust for the parties' minor son, with the same to be used for his education.

4. The wife shall retain the household furniture and furnishings of the parties, free and clear of any claim of the husband herein and being those furniture and furnishings that she now has in her possession.

5. The husband shall pay to the wife the sum of $200.00 per month as support and maintenance for the minor child of the parties.

6. The husband shall furnish hospitalization and medical insurance for the minor son of the parties and shall pay all medical and dental expenses of said child over and above any payment made by his insurance carrier, and he shall pay the annual deductible of said insurance.

7. The husband agrees that the minor child of the parties shall be made beneficiary of his life insurance policy he now has in force and effect and the wife shall be provided proof of the same from time to time upon request.

8. The husband shall pay all debts and obligations of the parties incurred during the marriage which have previously been submitted, and the wife shall be held harmless thereon.

9. The husband herein shall be allowed to claim the minor child of the parties for his income tax purposes.

10. The parties agree that each shall keep their respective automobiles, free and clear of the claim of the other, and each shall execute the necessary titles hereto to perfect title in the party retaining said vehicle.

11. The parties further agree that each of them will pay their own respective attorney's fees in this cause, and the husband will pay the court cost of this cause.

12. Each of the parties shall retain their own personal property such as jewelry, clothing, and other personal effects, free and clear of the claim of the other.

This Agreement is subject to the approval of the Court in the event a divorce is granted to either party herein; however, in the event that no divorce is granted to the wife or either party, this Agreement is of no force and effect.

If approved by the Court, then the Agreement is a full, final, and complete settlement of the parties' rights and interests in and to the personal and real property of the parties and the same is entered into of their own free will and accord. Both parties further agree that this Agreement shall be incorporated into any Final Decree of Divorce entered herein, and shall be and become the judgment of the Court when approved.

The parties further acknowledge that regarding the matters of child support, visitation, and child custody that as circumstances may change, these matters are reviewable by the Court, from time to time, by petition of either party as the equities of the matter may serve.

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IDENTIF. REFERENCE
JUL 12 11 12 AM '82
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
RUSH

/s/Hortencia C. Duncan
Wife, HORTENCIA C. DUNCAN

/s/ Floyd Duncan, Jr.
Husband, FLOYD DUNCAN, JR.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named, Hortencia C. Duncan, the bargainor, who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 12th day of April, 1982.

/s/ Sandra F. Jones
NOTARY PUBLIC

My Commission Expires: 10-20-85

STATE OF TENNESSEE)
)
COUNTY OF CHEATHAM)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named, Floyd Duncan, Jr., the bargainor, who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Ashland City, Tennessee, this 5th day of March, 1982.

/s/ W. R. Baker
NOTARY PUBLIC

My Commission Expires: October 3, 1983

It is, therefore, ORDERED, ADJUDGED and DECREED that the custody of the minor child of the parties, to wit, Stephen Floyd Duncan, age 8 years, is hereby vested in the Complainant, Hortencia C. Duncan, with reasonable visitation being reserved to the Defendant, Floyd Duncan, Jr.

It is further ORDERED, ADJUDGED and DECREED that the Defendant shall pay to the Complainant the sum of $200.00 per month as support and maintenance of the minor child of the parties.

It is further ORDERED, ADJUDGED and DECREED that the Defendant shall furnish hospitalization and medical insurance for the minor son of the parties and shall pay all medical and dental expenses of said child over and above any payment made by his insurance carrier and shall pay the annual deductible of said insurance.

It is further ORDERED, ADJUDGED and DECREED that the home-place of the parties located at 1512 Spence Circle, Nashville, Davidson County, Tennessee, is hereby vested in the Complainant, Hortencia C. Duncan, and any right, title, or interest that the Defendant, Floyd Duncan, Jr., has in and to the same is hereby divested from him and reinvested in the Complainant, Hortencia C. Duncan, to be hers absolutely and in fee simple. Said real property is more particularly described in words and figures as follows:

> BEING Lot No. 25 on the Map of Spence Circle, as of record in Book 1424, Page 62, Register's Office for said County.
>
> Said Lot No. 25 fronts 70 feet on the north side of Spence Circle and runs back between parallel lines 233.84 feet to a dead line.
>
> Being the same property conveyed to Floyd Duncan, Jr. and wife, by deed from Glenn C. Sanders and wife, as of record in Register's Office.

It is further ORDERED and DECREED that all parts and portions of the Property Settlement Agreement incorporated herein are hereby approved by the Court and made the judgment thereof in all respects.

It is further ORDERED that the Defendant shall pay the cost in this cause, for all of which let execution issue if necessary.

This the _____ day of May, 1982.

JUDGE

6-1-82

Approved for Entry:

Sandra Jones

Sandra Jones
Attorney for Complainant

I hereby certify that this is a true copy of original judgment filed in this ___ day ___, 82
GEORGE ___, Circuit Clerk
By _____
Deputy Clerk

cc: Mr. W. R. Baker
Attorney at Law
205 N. Main Street
Ashland City, TN 37015