Book 4818, pg. 166
Map 86-1, Parcel 61

1230/253

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GEORGE L. ROUSER, CLERK
D.C.

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

TERESA DALE LUSK HILLIS)
)
VS.) NO. 81D-2393
)
OVERTON ELBERN HILLIS)

BOOK 5911 PAGE 964

FINAL DECREE

This cause came on to be heard on the 16th day of June, 1982, before the Honorable Joe C. Loser, Jr., Judge of the Third Circuit Court for Davidson County, Tennessee, on plaintiff's Complaint and Property Settlement Agreement signed by the plaintiff and the defendant. After statement of Counsel and the testimony of the plaintiff, the Court finds as a matter of fact that the parties have irreconcilable differences; and

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED by the Court that the plaintiff, Teresa Dale Lusk Hillis, be and is hereby awarded an absolute divorce from the defendant, Overton Elbern Hillis, and the bonds of matrimony heretofore subsisting between the parties are forever and perpetually dissolved and plaintiff is restored to all rights and privileges of an unmarried person; and

IT FURTHER APPEARING to the Court that the parties hereto have entered into a Property Settlement Agreement, which is stated as follows:

8367 07/16 24.00- CHECK

H0079

IDENTIF. REFERENCE

JUL 16 3 32 PM '82
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RUSH

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 5911 PAGE 965

TERESA DALE LUSK HILLIS	)	
	)	
VS.	)	NO. 81D-2393
	)	
OVERTON ELBERN HILLIS	)	

PROPERTY SETTLEMENT AGREEMENT

The parties to this agreement are Teresa Dale Lusk Hillis and Overton Elbern Hillis, both of whom were married on February 3, 1968, in Warren County, Tennessee, and to which marriage there have been two children born, Tyra Denise age 13 years and Elisha Tane age 9 years. The parties have determined that they have irreconcilable differences on which they cannot reconcile and to which a divorce should be granted.

The parties have accumulated certain real estate and personal property and have agreed to what each feels under the circumstances is an equitable division thereof. There are also certain indebtednesses upon which the parties have reached an agreement all of which is subject to approval by the Court at the final hearing of this cause. The original Complaint for Absolute Divorce is filed on the 25th day of June, 1981, and was assigned to the Third Circuit Court for trial. The parties have understood that the Complaint for Absolute Divorce filed by Teresa Dale Lusk Hillis must have been filed in the Circuit Court Clerk's office for Davidson County, Tennessee, for a total of ninety (90) days before a Motion can be filed to place the case on the uncontested docket for trial on the ground of irreconcilable differences.

The parties have agreed that they do in fact have irreconcilable differences and that the plaintiff, Teresa Dale Lusk Hillis, may proceed to obtain an Absolute Divorce and they have agreed upon all matters hereinafter stated. The plaintiff, Teresa Dale Lusk Hillis, shall hereinafter be referred to as the Wife. The defendant, Overton Elbern Hillis, shall hereinafter be referred to as the Husband.

1. The Wife shall obtain an Absolute Divorce on the ground of irreconcilable differences.

2. The Wife shall be granted custody of the parties' minor children and the Husband shall have visitation with the minor children from 6:00 p.m. on Fridays until 6:00 p.m. on Sundays every other weekend and at such other times and places that the parties hereinafter may agree. The Wife agrees to encourage the children to exercise as much visitation with the Husband as possible so as to continue a wholesome and health relationship between the minor children and the father.

3. The Husband shall pay to the Wife the sum of $500.00 per month as necessary and reasonable child support for the parties' two minor children or $250.00 per month per child. The said $500.00 per month payment shall be paid before the tenth of each month with the $500.00 per month payment commencing the month the case is set for final hearing.

4. The Husband shall be allowed to claim the minor children as dependents for the purposes of filing future income tax returns.

5. The Husband shall maintain and keep in full force and effect medical and hospitalization insurance on the minor children and the Husband shall further be responsible for all medical, dental, optometrist and ophthalmology expenses not covered by insurance.

6. The Husband hereby relinquishes all right, title and interest in a certain 1980 Chevrolet automobile presently in the possession of the Wife. Any interest the Husband may have in said vehicle is divested from him and vested in the Wife for her sole and separate use and the Husband agrees to execute any and all documents necessary to transfer the title of the automobile to the Wife.

7. The Wife shall have as her sole and separate property the $5,000.00 treasury note.

8. The Husband shall maintain the currently existing amount of life insurance with the Jefferson Standard Insurance Company and thereby designating the Wife as irrevocable beneficiary

of said policy with the provision that the Husband do whatever is necessary to keep the policy in its current policy amount in full force and effect and that the Husband sign whatever document necessary to assure that the Wife will remain as irrevocable beneficiary of that policy until the parties' youngest child attains her eighteenth (18th) birthday and display evidence of the fact that this has been accomplished prior to the final hearing of this cause.

9. The Wife maintain all furniture, home furnishings, appliances, and other items of personal property presently in the home at 121 Aloha Court in Hermitage, Davidson County, Tennessee, exclusive of any interest the Husband may have in said items and that any and all interest that the Husband may have in said items of personal property at 121 Aloha Court in Hermitage, Davidson County, Tennessee, be divested from him and vested in the Wife for her sole and separate use.

10. All items of personal property presently in the possession of the Husband shall be divested from the Wife and vested in the Husband for his sole and separate use.

11. The Husband agrees to execute a Quitclaim Deed to the real estate and home located at 121 Aloha Court in Hermitage, Davidson County, Tennessee, and any and all interest the Husband may have in said house and lot shall be divested from him and vested in the Wife with the provision that if the Wife should remarry, the house will be sold with the net proceeds being divided equally between the Wife and the parties' children. In the event that the above stated contingency occurs and the house and lot are sold with the net proceeds being divided equally between the Wife and the children, while either of the children are minors, the trustee for the funds, which will be placed in the names of the minor children, shall be Jerry Clark, who is a friend of both the Husband and Wife. If the above stated contingency occurs and neither of the children are minors or have otherwise been emancipated, said net proceeds will be divided equally between the Wife and children. A better description of said house and lot is contained in Book 4818, page 166, in the Davidson County Register's office and said description is as follows:

Land in Davidson County, Tennessee, being Lot No. 16 on the Plan of Hermitage Hills Addition to Section Four, as of record in Book 3842, Page 128, Register's Office for said County.

Said Lot fronts 50 feet on the southerly side of Aloha Court and extends back 129 feet on the easterly line and 172 feet on the westerly line, to a dead line, which is a broken line, and measure 200 feet thereon.

12. The parties agree that the farm property located in Warren County, Tennessee, which is presently titled in the name of the Husband, shall remain the sole property of the Husband and that the Wife shall not have any claim to any portion of said farm property located in Warren County, Tennessee.

13. Each party agrees to be responsible for their respective attorney's fees.

14. The Husband agrees to pay all court costs incurred in this cause for which execution may issue if necessary.

15. Both the Husband and Wife acknowledge that the provisions to this Property Settlement Agreement are fair, adequate and satisfactory to both Husband and Wife and both Husband and Wife accept this agreement in full and final settlement of all claims and demands against each other and both Husband and Wife hereby release and discharge each other from any and all such claims and demands except as provided in this Agreement. It is further clearly and expressly understood by both Husband and Wife and agreed by between them that this child custody and Property Settlement Agreement is entered into without any undue influence, fraud, coercion or misrepresentation by either Husband or Wife or the attorneys of record for the respective parties.

IN WITNESS WHEREOF the parties have read this instrument and are familiar with the contents and have signed this with their names this 14th day of June, 1982, as to the Wife and this _____ day of _____, 1982, as to the Husband.

Teresa Dale Lusk Hillis
TERESA DALE LUSK HILLIS

Sworn to and subscribed before this 14th day of June, 1982.

Penny L Hammaker
NOTARY PUBLIC

My commission expires: April 17, 1983

Overton Elbern Hillis
OVERTON ELBERN HILLIS

Sworn to and subscribed before this 16 day of June, 1982.

Linda J Hoffman
NOTARY PUBLIC

My commission expires: 4-21-85

The Court finds as a matter of fact that the parties have made adequate and sufficient provisions, by written agreement, for the equitable settlement of any property rights between them. The Court further, affirmatively finds that the Agreement is sufficient and equitable in all respects.

The Court, further affirmatively finds that the parties have made adequate and sufficient provisions, by written agreement, for the custody and maintenance of the parties' children of this marriage, and it is further

ORDERED, ADJUDGED and DECREED by the Court that the Property Settlement Agreement heretofore entered into by the parties to this cause is in all things ratified, approved, and confirmed by the Court, and is made a part of this Decree for all purposes contained herein.

The husband, Overton Elbern Hillis, shall pay all court costs in this cause for which let execution issue if necessary.

ENTERED this _____ day of _____, 1982.

JUDGE

6/22/82

JOE P. BINKLEY, JR.
Attorney for Plaintiff

CERTIFICATE

I hereby certify that an exact and true copy of the foregoing Final Decree has been forwarded to James W. Rutherford, Attorney for Defendant, 216 Third Avenue, North, Nashville, Tennessee 37201 this 16th day of June, 1982.

JOE P. BINKLEY, JR.

Docket Number 81D-2303 Minute Book 123C, Page 2535

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* Teresa Dale Lusk Hillis *Plaintiff, and* Overton Elbern Hillis *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* July *in the year one thousand nine hundred and* eighty-two *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Becky Dyl, *D. C.*

Form #GR-117