1952/2112

FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

GEORGE L. ROCKER, CLERK

D.C.

THELMA MORTON TREHERNE	)	
	)	
Plaintiff	)	
	)	
VS.	)	NO. 81D-2464
	)	
CARR ALFRED TREHERNE	)	
	)	
Defendant	)	

Map 92-11
Par 331 Js

BOOK 5933 PAGE 602

FINAL DIVORCE DECREE

This cause came to be heard on the 22nd of June, 1982, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Plaintiff's Complaint for Bed and Board Divorce, the Defendant's Answer and Counter-Complaint for an Absolute Divorce, the Plaintiff's oral Motion to obtain an absolute divorce on the grounds of irreconcilable differences, the withdrawal of all other allegations by both parties, statements of counsel, testimony of the Plaintiff, Thelma Morton Treherne, and the entire record from all of which the Court finds that the Plaintiff, Thelma Morton Treherne, should be awarded an absolute divorce from the Defendant, Carr Alfred Treherne, on the grounds of irreconcilable differences and affirmatively finds that the parties have made an adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties and that the said agreement should be approved and ratified.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED THAT the Plaintiff, Thelma Morton Treherne, shall be and is hereby awarded an absolute divorce from the Defendant, Carr Alfred Treherne, on the grounds of irreconcilable differences.

IT IS FURTHER ORDERED THAT the Property Settlement Agreement entered into between the parties on June 22, 1982, is approved and ratified, the terms and conditions of which are more fully set out as follows:

PROPERTY SETTLEMENT AGREEMENT

This Agreement is made on this the 22nd day of June, 1982, by and between THELMA MORTON TREHERNE, hereinafter

referred to as "WIFE" and CARR ALFRED TREHERNE, hereinafter referred to as "HUSBAND," citizens and residents of Davidson County, Tennessee.

W I T N E S S E T H:

WHEREAS, the parties were married on November 24, 1940, in Hopkinsville, Kentucky, and a divorce is pending in the Fourth Circuit Court for Davidson County, Tennessee; and

WHEREAS, the parties have four children born to the marriage, all of them adults, Betty Treherne Harris, born May 13, 1944, Thelma Louise Treherne, born August 31, 1946, Carr Alfred Treherne, Jr., born March 19, 1949, and Robert Morton Treherne, born February 22, 1955; and

WHEREAS, the provisions set forth in this Agreement are made in contemplation that the Property Settlement Agreement may be used in an action for divorce on the grounds of irreconcilable differences; and

WHEREAS, it is the desire of both parties to determine and settle their property rights and their rights and obligations as to each other, all dower and homestead rights and all rights of any description existing between the parties which arise out of the marital relationship; and

NOW, THEREFORE, the parties for and in consideration of the mutual promises contained in this Agreement and in consideration of the acts to be performed by the parties, agree as follows:

1. REAL ESTATE: Husband quitclaims to Wife all right, title and interest which he may have to the residence located at 333 Arena Avenue, Nashville, Tennessee, 37203, as her sole property and more fully described as follows:

> Being Lot No. 109 of Block 9, Division "B", Plan of the Murphy Land Company Subdivision as of record in Book 161, page 126, Register's Office for said County.
>
> Said Lot No. 109 fronts 50 feet on the westerly side of Arena Avenue and runs back between parallel lines 164 feet to an alley.
>
> Being the same property conveyed, a 1/2 undivided interest in Marie Medford, unmarried and the other 1/2 undivided interest is in Thurman A. Smith and wife, Lucile Smith, by deed from First Industrial Corporation, formerly First Industrial Bank, of record in Book 1296, page 269, said Register's Office.
>
> Being the same property conveyed to Carr A. Treherne and wife, Thelma M. Treherne, by deed from Marie Medford, Thurman A. Smith and wife, Lucile Smith, as of record in Book 1915, page 114, Register's Office, Davidson County, Tennessee.

At the present time, Husband resides at 333 Arena Avenue, Nashville, Tennessee. Husband shall be entitled to stay not more than ninety (90) days from June 22, 1982. Husband shall be responsible for payment of the outstanding

monthly note against said property in the approximate amount of $268.00 until the house has been sold. After Husband vacates said premises, for each month that he pays the monthly note, he shall be entitled to a credit from Wife against the sale proceeds. It is the intent of Wife to sell this property as soon as possible following the ninety (90) day period which Husband has to find other housing.

Wife quitclaims to Husband all right, title and interest to the real property located in Sumner County, Tennessee, more fully described as follows:

FIRST PARCEL:
BEGINNING at the south corner of described tract at a point in the center of private road at the northwest corner of John Howse's property, thence with Howse's west boundary and fence north 34° 45' east 300 feet to the U.S. Government corner; thence with the Government boundary line north 40° west 250 feet; thence south 31° 31' west 330 feet to a point in fence row; thence leaving the Government line, southeasterly 215 feet, more or less, to the beginning.

BEING a part of the same land conveyed by Claude Bender, Frances Bender Franklin and Savannah Bender to Carr A. Treherne and Ralph J. Cazort by deed as of record in Deed Book 187, Page 541, in the Register's Office of Sumner County, Tennessee.

SECOND PARCEL:
Situated in the Fifth Civil District of Sumner County, Tennessee, and BEGINNING at a point in the edge of road; th. South 12 deg. 40 min. west 292.8 feet to point in curve of road; th. with the road south 73 deg. 14 min. east 83.4 feet to a point; th. north 27 deg. 57 min. east 340.0 feet to a point, corner of Tract No. 2; th. with the boundary of Tract No. 2, south 86 deg. 48 min. west 172.3 feet to the point of beginning, containing 0.90 acres.

An easement to construct and maintain a pump in an existing well on Tract No. 2 and a 3/4 inch water line therefrom an approximate distance of 198 feet, running from the existing dwelling on Tract No. 1 in a northeasterly direction to the well on Tract No. 2, with the understanding that the owner of Tract No. 2 and 3, shall have the right to obtain water from the same well by the tapping of one water line or tap to serve Tract No. 2 and the tapping of one water line to serve Tract No. 3, the cost of tapping or attachment to said line at the full cost and expense of the owners of Tracts 2 and 3. Dr. Carr A. Treherne and wife, and their heirs and assigns are hereby granted a perpetual right and easement to obtain water from the well located on Tract No. 2, to install and maintain an electric pump in or near said well, to install and maintain

an underground pipe for the conveyance of said water, and to install and maintain overhead electric wires to said pump; to go upon Tracts 1 and 2, whenever the same is reasonably necessary for the purpose of inspecting, maintaining, and repairing said pump, pipe line, and electric wires; all to be located as is most practical and convenient to said Dr. Carr A. Treherne and wife, their heirs and assigns; it being further understood that Dr. Carr A. Treherne and wife, their heirs and assigns, have the pleasure to remove said pump, pipe and wires and this agreement would then be ended and terminated by an election to obtain water from another source; it was further understood and agreed that this easement is hereby granted unto Dr. Carr A. Treherne and wife, and their successors in title forever, it being agreed that the right and easement hereby granted is appurtenant to and runs with the tracts described as I, II and III.

For reference see Deed Book 70, page 83, and Deed Book 78, page 592, Register's Office of Sumner County, Tennessee.

By decree of the Chancery Court of Sumner County, Tennessee, on April 1, 1963 in the cause of Lovett Cattron, et al, vs. Nettie Davis Turner, et al, as shown in Minute Book 37, page 298, from Oscar Russell, Clerk and Master of the Chancery Court of Sumner County, Tennessee, to Carr A. Treherne and wife, Thelma Treherne, by deed dated April 18, 1963, and of record in Book 199, Page 228, in the Register's Office of Sumner County, Tennessee.

2. PERSONAL PROPERTY: Wife shall be entitled to retain sole possession of all of the silver, including silver service, silverware, etc. Husband shall be entitled to retain sole possession of all those items of remaining furniture, appliances and fixtures of any description whatsoever that remain in the house at 333 Arena Avenue, Nashville, Tennessee. Each party recognizes the sole ownership of the other spouse to his or her respective property.

3. ALIMONY: Husband shall pay directly to Wife the sum of Eight Hundred ($800.00) Dollars as alimony until her death or remarriage.

4. DEBTS: Husband shall pay all outstanding debts incurred by the parties during the course of the marriage and shall hold Wife harmless as to payment for those obligations.

5. AUTOMOBILES: Husband owns a 1978 Audi and one truck. Wife shall have title to Audi within 60 days and Carr A. Treherne waives all claims to the Audi and Thelma M. Treherne waives all claims to the truck.

6. HEALTH INSURANCE: Each party shall be responsible for securing their individual health insurance coverage.

7. INHERITANCE: Each party makes no claim against the other for any interest which she or he may have inherited now or in the future.

8. ATTORNEY'S FEES AND COURT COSTS: Husband shall be financially responsible for his individual attorney's fees. Wife shall have financial responsibility for payment of her attorney's fees and agrees that the attorney, Carol L. McCoy, shall be and is entitled to a lien against the sale proceeds of the house located at 333 Arena Avenue, Nashville, Tennessee, in the amount of $671.50 as her attorney's fees. Husband shall be solely responsible for all court costs and expenses incurred in any divorce proceedings.

9. ADDITIONAL INSTRUMENTS: Each of the parties shall, from time to time, at the request of the other, execute, acknowledge and deliver to the other, any and all further instruments, such as car titles, deeds or other instruments, that may be reasonably required to give full force and effect to the provisions of this Agreement.

10. GENERAL TERMS:

A. The parties agree that this Agreement shall in no way prohibit either party from defending in any suit for a divorce. It is further agreed that in the event a divorce is granted, this instrument shall be incorporated in the Final Divorce Decree, subject to the approval of the Court.

B. It is agreed by the parties that this Agreement shall be a final settlement of the property rights of the respective parties, and it is a full discharge of Husband from all other claims arising out of the marital relationship, that each party hereby waives and relinquishes to the other party all rights or claims which he or she may have or hereafter acquire under the law of any jurisdiction to the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, rights to take against the will of the other, inheritance, descent or distribution, and the right to act as administrator or executor of the other's estate. This instrument applies to all property now owned by the parties either jointly or individually, or any property which either of them may acquire in the future.

C. This Agreement shall be binding upon and inure to the benefit of the parties and their personal representatives, heirs and assigns. Both parties acknowledge that this Agreement is entered into without undue influence, fraud or misrepresentation; both parties agree that the provisions are fair and equitable and that each party understands the effect of each provision. Both parties acknowledge that they have dealt fairly with each other in making the division of the real and personal property and that the parties have voluntarily entered into this Agreement and agree to all the terms set forth herein. The parties understand and agree that this instrument shall in no way be construed as an agreement to obtain a divorce or to prevent one party from obtaining a divorce against the other.

11. EFFECTIVE DATE: This Agreement shall become effective as of its execution.

IN WITNESS WHEREOF, the parties have read this Agreement, know its contents and have signed and executed this Agreement on the day and date shown above.

/s/ THELMA MORTON TREHERNE
Thelma Morton Treherne

/s/ CARR ALFRED TREHERNE
Carr Alfred Treherne

IT IS FURTHER ORDERED that the costs incurred in this cause shall be paid by the Defendant, Carr Alfred Treherne, for which execution may issue if necessary.

ENTERED THIS 29th DAY OF June, 1982.

JUDGE BENSON TRIMBLE

APPROVED FOR ENTRY:

Carol L. McCoy

CAROL L. McCOY
Attorney for Plaintiff
P. O. Box 3138
Nashville, TN 37219

cc: Mr. Carlton Petway
Attorney for Defendant
Suite 1000, Parkway Towers
Nashville, TN 37219

June 24, 1982

H.07242

IDENTIF. REFERENCE

SEP 3 3 25 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

BOOK 5933 PAGE 608

DOCKET NO. 81D-2464 Minute Book 125C / page 2112

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 MORTON TREHERNE *Plaintiff, and* CARR ALFRED TREHERNE *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* 3rd *day of* September *in the year one thousand nine hundred and* eighty-two *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*

Form #GR-117