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IRENE REFERENCE

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

D.C. 72-11-414

OCT 25 1 15 PM '82

FELIX Z. REGISTER
DAVIDSON COUNTY, TN

DELLCENIA W. McCAIN

Plaintiff,

VS.

JAMES E. McCAIN

Defendant,

BOOK 5954 PAGE 307

NO. 82D-1425

FINAL DECREE OF ABSOLUTE DIVORCE

this cause came on to be heard on this the 27th day of August, 1982, before the Honorable Harry S. Lester , Judge of the Second Circuit Court for Davidson County, Tennessee, in Nashville, Tennessee, by the original petition of the plaintiff, DELLCENIA W. McCAIN, personal service having been had on the defendant, JAMES E. McCAIN on the 10th day of May , 1982, the rules of the Second Circuit Court having been complied with; Motion for Default Judgment having been filed and granted; the executed Child Custody, Support, and Property Settlement Agreement by and between the parties tendered to the Court, statement of counsel and the entire record, and from all of which the Court is of the opinion that the plaintiff did satisfactorily sustain her grounds for divorce as alleged in the petition, and that the parties have irreconcilable differences and can no longer continue their marriage.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the plaintiff, DELLCENIA McCAIN, be and she is hereby decreed an absolute divorce from the defendant, JAMES E. McCAIN, and that the bonds of matrimony heretofore subsisting between them be, and the same are, forever dissolved and the parties are restored to the rights and priviledges of unmarried persons.

It is further appearing to the Court that the parties have entered into a Property Settlement Agreement, which agreement was submitted to the Court for approval and the Court does find that the Property Settlement Agreement is right and proper and is hereby approved, and each and every provision thereof is hereby made the decree of the Court and the Property Settlement Agreement is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this the 14th day of May , 1982, by and between DELLCENIA W. McCAIN, hereinafter referred to as "Wife," and JAMES E. McCAIN, hereinafter referred to as "Husband."

W I T N E S S E T H :

WHEREAS, the parties hereto are married and reside in Nashville, Davidson County, Tennessee, and there has arisen between them irreconcilable differences; and the Wife has filed for divorce against the Husband, and the Husband has not filed any answer or any other pleadings in this cause, but said Husband desires this Court to grant Wife a divorce on the grounds of irrenconcilable differences. The Court has lawful jurisdiction in this litigation in Davidson County, Tennessee, and

WHEREAS, the parties have agreed to enter into this Property Settlement Agreement, and the same shall be incorporated into the Final Decree in the divorce action between the parties;

1. It is agreed between the Husband and Wife that the following estate be vested out of the Wife, DELLCENIA W. McCAIN, and into the Husband, JAMES E. McCAIN, and the legal description of said real estate is as follows:

> LAND in Davidson County, Tennessee, being Lot No. 225 on the Map of the Subdivision of Waters Place on Maxey Lane, as of record in Book 332, page 137, Register's Office for said County.
>
> SAID Lot No. 225 fronts 50 feet on the northerly side of Dorchester Avenue and runs back between parallel lines 150 feet to an alley.
>
> BEING the same property conveyed to James E. McCain and Dellcenia (Wade) McCain, of record in Book , page , Register's Office for Davidson County, Tennessee.

The Wife, DELLCENIA W. McCAIN, shall retain a lien against said property to secure a debt owed by the Husband, JAMES E. McCAIN, in the amount of Two Thousand Forty and 00/100 ($2,040.00) Dollars. It is further agreed that the Husband, JAMES E. McCAIN, shall pay this debt to the Wife, DELLCENIA W. McCAIN, at Fifty and 00/100 ($50.00) per month to begin on the 1st day of June, 1982 and a like sum on the first day of

each month thereafter until the total debt is paid. Upon default of these agreed payments, the Wife shall have the right to make application to this Court to sell the real estate described in this Property Settlement Agreement to satisfy the balance due and owing on the debt at the time the default occurs. Upon such default, if the Wife, DELLCENIA W. McCAIN, has to employ an attorney to satisfy this debt, said DELLCENIA W. McCAIN will be entitled to make application to this Court for reasonable attorney's fees incurred by said DELLCENIA W. McCAIN, to reinforce this agreement.

2. It is further agreed between Husband and Wife that the Wife, DELLCENIA W. McCAIN, shall have the Kenmore Washer and Dryer, purchased at Sears Department Store and that any interest that Husband, JAMES E. McCAIN, might have in said personal property will be divested out of him and vested into Wife, DELLCENIA W. McCAIN. Wife, DELLCENIA W. McCAIN, will hold JAMES E. McCAIN harmless of this debt.

3. The parties, Husband and Wife, further agree that Husband will retain the General Electric stove and refrigerator on which there is a debt due and owing to Commercial Credit Corporation, and any rights that Wife may have in said property is divested out of her and vested into Husband. Further, Husband, JAMES E. McCAIN, will hold Wife, DELLCENIA W. McCAIN, harmless of this debt.

4. The parties, Husband and Wife, agree that each of them shall own all personal effects belonging to them prior to their marriage, which occurred on September 22, 1979.

WITNESS OUR HANDS and seal on the day and date first above written.

WITNESS

WITNESS

HUSBAND

WIFE

It is further ORDERED, ADJUDGED and DECREED by the Court that the defendant, JAMES E. McCAIN, shall pay the Court Costs for which execution may issue, if necessary.

Harry S. Lester

HARRY S. LESTER ,JUDGE

APPROVED FOR ENTRY:

Herman O. Loewenstein

HERMAN O. LOEWENSTEIN
Attorney for Plaintiff
1200 Third National Bank Building
Nashville, Tennessee 37219
(615) 256-2642

C E R T I F I C A T E

I hereby certify that a true and correct copy of the foregoing Final Decree of Absolute Divorce has been mailed to the defendant JAMES E. McCAIN, at 1617 Dorchester Avenue, Inglewood, Tennessee 37216, this the 27th day of August , 1982.

Herman O. Loewenstein

HERMAN O. LOEWENSTEIN

MB 126 A/676

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 Rebecca W. McCain Plaintiff, and James E. McCain 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 25th day of Oct in the year one thousand nine hundred and 82 and in the 207th year of American Independence.

GEORGE L. ROOKER, Clerk.

By K Agee D. C.