IN THE CIRCUIT COURT FOR DAVIDSON COUNTY
SITTING IN NASHVILLE, TENNESSEE

'82 AUG 27 PM 4:12
D.C.

MCARTHUR ESTES

Plaintiff,

VS. No. 82D-555

MAGGIE MAE ESTES

Defendant.

BOOK 5956 PAGE 503

FINAL DECREE OF DIVORCE

This cause came on to be heard August 3, 1982, based upon the default judgment and Order setting the cause for trial ex parte, entered June 2, 1982. Now, based on the testimony in open Court of the Plaintiff, and the statements made in open Court by the Defendant and counsel for the Plaintiff,

The Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of the two children of the marriage and for the equitable settlement of any property rights between the parties. The Court also finds that irreconcilable differences exist between the parties sufficient to grant the divorce on the grounds of irreconcilabe differences.

IT IS THEREFORE, ORDERED, ADJUDGED and DECREED that an absolute decree of divorce be granted to Plaintiff, McARTHUR ESTES, on the grounds of irreconcilable differences, and that the Property Settlement Agreement heretofore entered into by and between the parties is hereby approved in its entirety and is hereby made the order and judgment of this Honorable Court. The Property Settlement Agreement reads as follows:

"IN THE CIRCUIT COURT FOR DAVIDSON COUNTY
SITTING IN NASHVILLE, TENNESSEE

MCARTHUR ESTES
Plaintiff,
VS. No. 82D-555
MAGGIE MAE ESTES
Defendant.

PROPERTY SETTLEMENT AGREEMENT

Where certain unhappy differences have arisen between the parties of this action and they desire to resolve their marital rights by means of a written agreement. Now therefore, the

parties do hereby agree as follows:

1. That custody of the two minor children shall be vested with MCARTHUR ESTES, subject to reasonable rights of visitation on the part of MAGGIE MAE ESTES. Such visitation shall be exercised at all times reasonable with the sole requirement that MAGGIE MAE ESTES give reasonable notice of her intention to exercise visitation and in the event of her inability to keep such appointments, she likewise gives as much advance notice as possible.

2. That MAGGIE MAE ESTES shall be granted all of her personal property now at the residence, the stereo of her selection, the television of her selection and the 1976 Nova. Husband will execute the title to the Nova out of his name into her name and will pay off the indebtedness against the Nova holding Defendant harmless for any further obligations there against.

3. The Wife shall be divested of all interest she may have in the residence of the parties located at 105 Prentis Drive, Old Hickory, Tennessee, 37138, a more detailed legal description of which is attached to this property settlement agreement and incorporated herewith by reference as Exhibit "A" to this agreement.

Plaintiff shall pay all indebtedness on the house and shall hold Defendant harmless from any and all obligations arising there against.

4. No provision will be made for child support at this time. The issue of custody is retained before the Court which shall be decided by the Court in the event the best interest of the children shall change at any time.

5. It is the expressed intent and understanding of the parties to this agreement that if a divorce is granted on the grounds of cruel and inhuman treatment, this Property Settlement Agreement shall be incorporated into the final decree of divorce if approved by the Court, and shall not be subject to further change other than for custody provisions as necessary in the best interest of the minor children. Cost of this action shall be paid by the Plaintiff.

ss/ MCARTHUR ESTES
MCARTHUR ESTES, Husband

ss/ MAGGIE MAE ESTES
MAGGIE MAE ESTES, Wife

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, the said MCARTHUR ESTES, with whom I am personally acquainted and who executed the foregoing Agreement for the purposes therein mentioned, this 18 day of February, 1982.

ROBIN WILLIAMS
NOTARY PUBLIC

My Commission expires 4-22-84.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, the said MAGGIE MAE ESTES, with whom I am personally acquainted and who executed the foregoing Agreement for the purposes therein mentioned, this 22nd day of February, 1982.

BILL HODDE
NOTARY PUBLIC

My commission expires 2-26-84.

The costs of this action are taxed to the Plaintiff, for all of which let execution issue if need be.

Done and entered by me this _____ day of _____, 1982.

JUDGE

APPROVED FOR ENTRY:

BILL HODDE,
ATTORNEY FOR PLAINTIFF
SUITE 806-NASHVILLE CITY
BANK BUILDING
NASHVILLE TN 37201

Mail

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the Final Decree of Divorce was mailed, postage prepaid by certified return receipt requested mail, to Defendant, MAGGIE MAE ESTES, 1009 Spain Avenue, Nashville, TN 37216, on the 3rd day of August, 1982.

BILL HODDE

53-16-76 KS

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY
SITTING IN NASHVILLE, TENNESSEE

McARTHUR ESTES
Plaintiff,



VS. No. 82D-555

MAGGIE MAE ESTES
Defendant.

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY DIVESTED
OF WIFE AND VESTED IN HUSBAND

According to the terms of the Property Settlement Agreement, the Plaintiff/Husband, McArthur Estes is to be vested with full ownership of the following described piece of property and Maggie Mae Estes, the Wife/Defendant, is to be divested of all her interest in said property, more particularly described as follows, to wit:

A certain tract or parcel of land in Davidson County Tennessee as follows:

Being part of Lot No. 10 of Life and Casualty Insurance Co.'s Subdivision, not of record, also known on an unrecorded Map of a part of said lot of the Charles Brown Property, and being described according to a copy of a survey thereof made by Hickerson & Hickerson, Engineers, on October 21, 1963, as follows:

BEGINNING at an iron pin in the southwesterly right-of-way line of the Tennessee Central Railroad, which iron pin is located northwesterly 286.9 feet from the northwesterly margin of Pitts Avenue; thence with the line between Lots No. 2 and 3, South 39° 40' West 141.5 feet to an iron pin in an old established fence; thence with the line of said fence North 50° 05' West 76 feet to a corner of Lot No. 1; thence with the line between Lots No. 1 and 2, North 39° 40' East 140.8 feet to the margin of said railroad right-of-way; thence with the margin of the same, South 50° 20' East 76 feet to the point of beginning.

Being the same property conveyed to Thurman R. Seals, Jr. and wife, Kitty L. Seals, by deed from Leonard C. George and Wife, as of record in Book 4838, page 39, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to McArthur Estes and Wife, Maggie Mae Estes, by Warranty Deed of Record in Deed Book 4851, Page 793, Register's Office for Davidson County, Tennessee."

IT IS the further pronouncement of this Court that the Defendant, MAGGIE MAE ESTES, was advised by the Court, and Plaintiff's Counsel, that the Final Decree of Divorce would not become final until thirty (30) days after it had been signed by the Court. The Defendant was encouraged to consult an attorney regarding her property rights or the custody of the children if she felt that any portion of the Property Settlement Agreement was not fair.

H 14688

BOOK 5956 PAGE 512

IDENTIF. REFERENCE

OCT 28 3 45 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

*82D555 124B/461

# 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* MCARTHUR ESTES *Plaintiff, and* MAGGIE MAE ESTES *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* 28th *day of* October *in the year one thousand nine hundred and* eight-two *and in the* ~~207th~~ *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

*By* [signature], *D. C.*

Form #GR-117