IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
PART V

FILED
1981 MAR 23 PM 4:04
RICHARD L. BRANCH, CLERK
D.C.

MAP 106-13 PAR 90
107-13 " 27
119-6 " 121
119-16 " 27
MAP 147-16-PAR 66
148-7 " 18
148-7 "
MAP 120-14 PAR 40

MAP 120-9 PAR 58
135-107

EVELYN FAGAN MASH

BOOK 5961 PAGE 342

VS.

No. 80-D-3782

BILLY RAY MASH

FINAL DECREE

This cause came on to be heard on this the 19th day of March, 1981, before the Honorable Stephen North, Judge of the Fifth Circuit Court of Davidson County, Tennessee, upon the complaint filed by the plaintiff, the default judgment duly entered, testimony of witnesses in open court, from all of which it appears to the court that there are irreconcilable differences between the parties.

It is therefore, ORDERED, ADJUDGED AND DECREED by the court that the plaintiff be, and she is hereby, awarded an absolute divorce from the defendant, restoring her to all the rights and privileges of an unmarried person.

It further appears to the court that the parties have entered into a Property Settlement-Custody Agreement which is as follows:

PROPERTY SETTLEMENT-CUSTODY AGREEMENT

This agreement made and entered into on this the 1st of October, 1980, by and between EVELYN FAGAN MASH, hereinafter referred to as "WIFE", and BILLY RAY MASH, hereinafter referred to as "HUSBAND".

W I T N E S S E T H:

WHEREAS, unhappy differences have arisen between the parties and WIFE filed a suit for divorce on October 1, 1980, in the Circuit Court for Davidson County, Tennessee, same being rule no. 80-D-3782.

WHEREAS, the parties are desirous of settling all matters of controversy in said suit concerning alimony and a division of property because the differences between the parties are irreconcilable, and there are no minor children of the parties; and

NOW, THEREFORE, the parties agree as follows:

1. WIFE shall have as her sole and separate property all of her personal possessions and belongings now in her possession.

2. HUSBAND shall have as his sole and separate property all of his personal possessions and belongings now in his possession.

3. The following real property owned jointly by the parties shall remain the joint property of the parties and the parties shall be tenants in common in said property. (1) 2142 Rosemary Lane, Nashville, Davidson County, Tennessee; (2) 875 Kipling Drive, Nashville, Davidson County, Tennessee; (3) 49 Valeria Street, Nashville, Davidson County, Tennessee; (4) 727 Wildview Drive, Nashville, Davidson County, Tennessee; (5) 5001 Raywood Lane, Nashville, Davidson County, Tennessee; (6) 137 Luna Drive, Nashville, Davidson County, Tennessee; (7) 126 Luna Drive, Nashville, Davidson County, Tennessee; and (8) 1320 Cummins, Nashville, Davidson County, Tennessee.

4. The HUSBAND will convey to WIFE all of his right, title and interest in and to the real property located at 602 Glenpark Court, Nashville, Davidson County, Tennessee; and the property located at Route 2, Pinhook.

5. The WIFE will convey to HUSBAND all of her right, title and interest in and to the real property located at 1638 Murfreesboro Road, Nashville, Davidson County, Tennessee, upon which is located Mash Realty Company.

6. All of the household furnishings located in the home of the parties at 602 Glenpark Court shall become the sole property of WIFE.

7. HUSBAND will hold the WIFE harmless from all debts contracted by the parties as of the date of this settlement with the exception of the Mortgages on the property as listed in section (3) of this agreement which shall remain the joint indebtedness of the parties.

8. It is understood and agreed by the parties that the divisions of the property concerning the real estate and household furnishings are a division of property and not alimony.

9. The HUSBAND shall rent and maintain the property owned by the parties as tenants in common, and divide the net proceeds from the rental thereof with the WIFE on a monthly basis, share and share alike, however, in no event shall the WIFE'S share of the rental income be less than $700.00 per month. The HUSBAND shall keep accurate books and records of the property which shall be open for inspection for the WIFE at reasonable times at the offices of the HUSBAND located at 1638 Murfreesboro Road, Nashville, Davidson County, Tennessee.

10. WIFE waives any and all other claims for alimony.

11. HUSBAND and WIFE agree to sign any and all necessary deeds, papers, and other documents necessary to transfer the title to the above listed property.

12. HUSBAND and WIFE agree that the above settlement is fair and reasonable and that the same may be offered into evidence at the final hearing and incorporated and made a part of the final decree in the event the Court sees fit to grant a divorce.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

/s/ Evelyn Fagan Mash
EVELYN FAGAN MASH, WIFE

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 EVELYN FAGAN MASH, with whom I am personally acquainted, and who acknowledged

that she executed the within instrument for purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 1st day of October, 1980.

/s/ Connie K. Gossett
NOTARY PUBLIC

My commission expires: 4-22-84

/s/ Billy Ray Mash
BILLY RAY MASH, HUSBAND

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 BILLY RAY MASH, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 1st day of October, 1980.

/s/ Connie K. Gossett
NOTARY PUBLIC

My commission expires: 4-22-84

/s/ George P. Linebaugh, Jr.
GEORGE P. LINEBAUGH, JR.
1400 American Trust Building
Nashville, Tennessee 37201

which agreement is approved and ratified by the court and made a part of this decree.

It is therefore, ORDERED, ADJUDGED AND DECREED by the court that the Property Settlement Custody Agreement heretofore entered into between the parties and set out herein be, and the same is hereby, approved and ratified by the court and made a part of this decree.

The costs of this cause are taxed against the defendant, for which an execution may issue, if necessary.

JUDGE

APPROVED FOR ENTRY:

Enter This 30th Day of March, 1987

GEORGE P. LINEBAUGH, JR.
Attorney for WIFE
1400 American Trust Buidling
Nashville, Tennessee 37201

MINUTES ON THE 23rd DAY OF MARCH, 1981

H I 6 2 8 6

IDENTIF. REFERENCE

NOV 8 1 33 PM '82 BOOK 5961 PAGE 345

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN

MB. 42A/671

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* Evelyn Fagan Nash *Plaintiff, and* Billy Ray Nash *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* 8 *day of* Nov. *in the year one thousand nine hundred and* 82 *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L Roper, *D. C.*

Form #GR-117