FILED

NOV [illegible] 1982

GEORGE D. RÖCKER, Clerk

By [illegible] D.C.

IN THE SIXTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

149-142

BETTIE PAULINE KIRKLAND)
)
)
VS.) NO. 82 D 2203
)
)
RICHARD EUGENE KIRKLAND)

BOOK 5972 PAGE 963

FINAL DECREE

This cause came on to be heard before the Honorable James M. Swiggart, Judge of the Sixth Circuit Court of Davidson County, Tennessee on the first day of November, 1982 upon the grounds of irreconcilable differences, property settlement agreement signed by the parties before a Notary Public and the entire record, from all of which the Court finds that the parties have made adequate and sufficient provision by written agreement before a Notary Public for the equitable settlement of property rights and child support for the minor child.

It is therefore ORDERED, ADJUDGED AND DECREED that the parties be granted an absolute divorce on the grounds of irreconcilable differences.

It is further ORDERED, ADJUDGED AND DECREED that the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights and also for the support of the minor child.

It is further ORDERED, ADJUDGED AND DECREED by the Court that the property settlement agreement entered into between the parties be and the same is hereby an Order of the Court and is incorporated herein as follows:

3426 12/03 [illegible] CHECK

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 7th day of July, 1982 by and between Bettie Pauline Kirkland (hereinafter called "Wife") and Richard Eugene Kirkland (hereinafter called "Husband");

W I T N E S S E T H: BOOK 5972 PAGE 964

WHEREAS, the parties hereto have encountered marital difficulties which are apparently irreconcilable; and

WHEREAS, the parties hereto are desirous of settling certain property rights between themselves; and

WHEREAS, the parties further desire to comply with the conditions precedent to the granting of a divorce on the basis of irreconcilable differences under Tennessee Code Annotated 36-806.

NOW THEREFORE, for good and sufficient consideration, the parties hereto mutually agree as follows:

1. The Wife will have custody of the minor child, Ricky (Richard E.) Kirkland, Jr. with reasonable visitation to him.

2. The parties agree that the Husband will pay child support to the Wife in the amount of $25.00 per week.

3. The parties further agree that the Wife will retain the house at Rural Hill Road, Antioch, Tennessee and she will be financially responsible for the balance of payments.

4. The parties further agree that the Wife will receive $25,000.00 cash from the Security Federal account with the Husband receiving the balance of funds from that account.

5. The parties agree that the Husband will get the antique brass bed, Muntz televeision, small television in his bedroom, his cedar chest and his personal effects.

6. The parties further agree that the Wife will get the balance of the household furnishings at Rural Hill Road, Antioch, Tennessee.

7. The Wife will retain possession of the 1976 LTD Ford and will pay the balance of the note.

8. The Husband will get possession of the 1968 Cutlass Oldsmobile and 1968 Chevrolet.

9. The parties agree that the Husband will receive all money in bank account at Commerce Union Bank.

10. The parties agree that the houses at 1509 Fatherland Street and 719 North Second Street will become the possessions of the Husband.

11. The Husband will get approximately forty (40) acres of unimproved land in Lyles, Tennessee.

12. The Husband agrees to carry a minimum of $25,000.00 life insurance and to name the minor child Ricky as beneficiary.

13. Each party acknowledges that this Agreement has been entered into of his or her own volition with full knowledge of the facts and information as to the legal rights and liabilities of each and that each believes the Agreement to be reasonable under the circumstances.

14. Each party shall at the request of the other, execute, acknowledge and deliver any documents which may be reasonable or necessary to give full force and effect to this Agreement.

15. This Agreement shall be binding upon the heirs, legal representatives or assigns of both parties hereto.

IN WITNESS WHEREOF, the parties have entered into this Agreement by subscribing their respective signatures hereto on the date and date aforementioned.

Bettie Pauline Kirkland

BETTIE PAULINE KIRKLAND

Richard Eugene Kirkland

RICHARD EUGENE KIRKLAND

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for the County and State, the within named Bettie Pauline Kirkland, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and seal this 7th day of July, 1982.

Notary Public

My Commission Expires:

10/17/82

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for the County and State, the within names Richard Eugene Kirkland, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal this 7th day of July, 1982.

Notary Public

My Commission Expires:

My Commission Expires April 20, 1985

My Commission Expires April 20, 1985

It is further ORDERED, ADJUDGED AND DECREED by the Court that the legal description of the property awarded to the wife known as Rural Hill Road, Antioch, Tennessee, is as follows:

Land in the 2nd, formerly the 5th, Civil District of Davidson County, Tennessee, described according to a survey made by Geo. W. Watkins, Surveyor, March 29, 1961, as follows:

Beginning in the center of Old Rural Hill Road at the Northwest corner of the property conveyed to M. W. York and wife, by deed from W. S. Blackwell and wife, of record in Book 1848, page 325, Register's Office for said county; thence with the center of said Road, N. 11 degrees 15 minutes E. 149 feet to the southwest corner of the property conveyed to Pollard C. Blackwell and wife, by deed from W. S. Blackwell and wife, of record in Book 1432, page 384, as corrected by deed of record in Book 1627, page 477, said Register's Office; thence with the line of said Blackwell property, S. 68 degrees 30 minutes E. 226.7 feet and N. 60 degrees E. 361.4 feet to the westerly line of the property conveyed to Irby S. Campbell and wife, by deed from W. S. Blackwell and wife, of record in Book 1432, page 364, as corrected by deed of record in Book 1627, page 473, said Register's Office; thence with said line, S. 23 degrees E. 252.5 feet to the northwesterly line of the Anderson property; thence with the line of said Anderson property, S. 56 degrees 15 minutes W. 62 feet, and S. 32 degrees W. 153 feet to an iron pin at the northeast corner of the property conveyed to W. S. Blackwell and wife, by deed from James Roy Hedgepath and wife, of record in Book 2995, page 276, said Register's Office; thence with the northerly line of said Blackwell property, N. 68 degrees 30 minutes W. 328.6 feet to an iron pin, said Blackwell's northwest corner; thence S. 16 degrees W. 75 feet to the northerly line of said York Property; thence with said line, N. 68 degrees 30 minutes W. 211.5 feet to the beginning.

Being the same property conveyed to Richard Eugene Kirkland Sr. et ux from Margaret Hedgepath, of record in Book 5178, page 51, Register's Office for Davidson County, Tennessee

Entered this the 17th day of November 1982.

JUDGE

APPROVED FOR ENTRY:

Robert L. Hudson
Attorney for Plaintiff
2002 Richard Jones Road
Nashville, Tennessee 37215

CERTIFICATE BOOK 5972 PAGE 968

I hereby certify that I have mailed a true and exact copy of this instrument to the defendant at his last known address, Elm Hill Meats, Elm Hill Pike, Nashville, Tennessee 37210 this 11th day of November 1982.

Robert L. Hudson

Robert L. Hudson

RUSH

H 20073

IDENTIF. REFERENCE

DEC 3 10 42 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

MB 31C/2398

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* Bettie Pauline Kirkland *Plaintiff, and* Richard Eugene Kirkland *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* Dec *in the year one thousand nine hundred and* 82 *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature], *D. C.*

Form #CR-117