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[illegible] L. HOOPER, CLERK

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE D.C.

RAYMOND ARTHUR DYE

BOOK 5974 PAGE 105

VS. NO. 82D 1258

HELEN RUTH DYE

FINAL DECREE

This cause came on to be heard the 1st day of September, 1982, on the original petition, property settlement agreement, statement of counsel and testimony of the witness in open court.

From all of which it appears to the Court that there are such irreconcillagle differences between the parties that they can no longer cohabit together as husband and wife.

It also appears to the Court that the property settlement agreed upon by and between the parties is reasonable, fair and equitable; that provisions for the custody, education, maintenance and support of the minor children of the parties is also reasonable, fair and equitable and is included in the property settlement agreement all of which should be approved.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the bonds of matrimony between the said Raymond Arthur Dye and Helen Ruth Dye be and they are hereby dissolved and that an absolute divorce be granted to the Complainant Raymond Arthur Dye and that he be restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the property settlement agreement be and the same is hereby approved and shall become, by reference thereto, a part of this decree

(here copy property settlement agreement)

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AGREEMENT made March 23, 1982, between Raymond Arthur Dye, hereinafter referred to as Husband, and Helen Ruth Dye hereinafter referred to as Wife.

Whereas in consequence of disputes and unhappy differences the parties have separated and have agreed to live spearately and apart during the rest of their lives, and

Whereas the parties desire to confirm their separation and make arragements in connection therewith, including custody of their minor children and settlement of their property rights and other rights and obligations growing out of the marriage relation.

It Is Therefore Agreed:

1. The consideration for this agreement is the mutual promises and agreements herein contained.

2. It shall be lawful for the parties at all times hereafter to live separate and apart from the other party at such place or places as he or she may from time to time choose or deem fit.

3. Each party shall be free from interferrence, authority, and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit with him or her.

4. That two (2) children have been born of this union and their names and dates of birth are Jimmy Wayne Dye, born April 1, 1971 and Jeffrey Scott Dye, born February 20, 1977. That the minor children shall remain in the custody, care and control of the Husband; that the Wife shall have general visitation rights with the children upon giving the Husband reasonable notice of her intention to visit with either or both of the children. In the event of an emergency and the husband is unavailable to give consent to treatment the wife may give such consent for such emergency treatment.

5. Subject to the provisions of this agreement, each party has released and discharged, and by this agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators, and assigns, release and discharge the other of and from all causes of action, claims, rights, or demands whatsoever, in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce.

6. The parties have divided between them, to their mutual satisfaction, the personal effects, household furniture and furnishings, and all other articles or personal property which have heretofore been used by them in common, with the following property spicifically:

Wife:
Bedroom Suite, consisting of;
Bed, springs, mattress, dresser with mirror, chest coat rack, night stand and lamp.
Dining Room Suite, consisting of;
China cabinet with dishes, table, eight chairs.
Living Room Suite, consisting of;
Sofa, 2 chairs, ottaman, 4 tables, 2 lamps, sterio and wall hangings.
All silverware.
Pots, pans dishes and miscellaneous household items as agreed upon.
Microwave Oven.
Sewing machine.
1979 Ford L. T. D. automobile
Personal items.

Husband:
1981 Datsun pick up truck.
All of the rest and remainder of the personal property not listed above for the Wife.
Personal Property.

7. The Husband and Wife agree that the real property and the improvements thereon shall be divested out of the wife and all of her rights, title and interest in them shall be vested in the husband for his sole and separate use and benefit.

The property being known as 116 Dowdy Court, Antioch, Tennessee, 37013.

8. Parties agree that all debts jointly owed at the time of the execution of this instrument shall be borne equally between the parties. That any debt incurred by either of the parties after the execution of this agreement shall be his or her sole responsibility.

9. Nothing herein contained shall be deemed to prevent either of the parties from maintaining a suit for absolute divorce against the other in any jurisdiction based upon any past or future conduct of the other, nor to bar the other from defending any such suit. In the event any such action is instituted, the parties shall be bound by all the terms and conditions of this agreement. If consistent with the rules or practice of the Court granting a decree of absolute divorce, the provisions of this agreement, of the substance thereof, shall be incorporated in such decree, but, notwithstanding such incorporation, this agreement shall not be merged in such decree, but shall in all respects survive the same and be forever binding and conclusive upon the parties.

10. Each of the parties shall, from time to time, at the request of the other, execute, acknowledge, and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this agreement.

11. This agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants, or undertakings other then those expressly set forth herein.

12. A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement. The failure

of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

13. This agreement shall be construed and governed in accordance with the laws of the State of Tennessee.

14. Each party shall at all times keep the other informed of his or her place of residence, and shall promptly notify the other of any change, giving the address of the new place of residence, especially during the minority of the children of the parties.

15. Execpt as otherwise stated herein, all the provisions of this agreement shall be binding upon the respective heirs, next of kin, executors, and adimistrators of the parties.

In Witness Whereof the parties have signed, sealed, and acknowledged this agreement in Nashville, Davidson County, Tennessee, the day and date stated above.

Raymond Arthur Dye
Raymond Arthur Dye

Helen Ruth Dye
Helen Ruth Dye

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, the within named, Raymond Arthur Dye and Helen Ruth Dye, the bargainors, with whom I am personally acquainted and who acknowledged before me that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office at Nashville, Tennessee, this 23 day of March, 1982.

Notary Public

My Comm. Exp.: 2-28-85

IT IS FURTHER ORDERED, ADJUDGED AND DECREED in accordance with the property settlement agreement, that all of the rights, title and interest of the Defendant, Helen Ruth Dye, be and the same are hereby divested out of her and vested in the Complainant, Raymond Arthur Dye, in and to the herein described real property for his sole and separate use, described as follows:

> Land in Davidson County, Tennessee, being Lot NO. 86, on the Plan of Hazelwood, Section II, of record in Book 4300, page 22, Register's Office for Davidson County, Tennessee.
>
> Said Lot NO. 86 fronts 59.16 feet on the westerly margin of Dowdy Court and extends back 138.76 feet on the northerly line and 139.08 feet on the southerly line to a dead line in the rear measuring 76.83 feet thereon.
>
> Being the same property conveyed to Raymond A. Dye and Wife, Helen R. Dye, by deed from R. E. Coursey, a single man, of record in Book 4577, page 30, Register's Office for Davidson County, Tennessee.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the custody of the minor children of the parties namely, Jimmy Wayne Dye, Jeffrey Scott Dye, be granted to the Complainant, with reasonable visitation privileges to the Defendant.

The costs of the cause are hereby taxed to the Defendant for which execution may issue if necessary.

ALL OF WHICH IS ORDERED, ADJUDGED AND DECREED this 7th day of September, 1982.

JUDGE

Approved for Entry:

A. Braden Floyd, Jr.,
Attorney for Complainant

I certify that I have mailed a copy of this Decree to Patricia Hicks King, Attorney for the Defendant, by U. S. Mail, postage pre paid at her address, 214 Lowry Street, Smyrna, Tenn. 37167, this 3rd day of September, 1982.

A. Braden Floyd, Jr.,
Attorney for Complainant

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IDENTIF. T. REFERENCE

DEC 7 10 39 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

BOOK 5974 PAGE 111

Docket NO. 82D-1258 Minute Book 124B Page 1206

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* Raymond Arthur Dye *Plaintiff, and* Helen Ruth Dye *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* 7th *day of* December *in the year one thousand nine hundred and* Eighty-Two *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddings, *D. C.*

Form #GR-117