FILED
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D.C.

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

51-1-4

ANITA LAWSON SETTLE)
)
Plaintiff,)
)
vs.)
)
RICHARD ALLEN SETTLE)
)
Defendant.)

BOOK 6013 PAGE 314

NO. 82D-3917

RUSH

H33405

IDENTIF. REFERENCE

MAR 1 11 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

FINAL DECREE

This cause came to be heard on the 28th day of February, 1983, upon the plaintiff's Complaint for Absolute Divorce, the parties having entered into a written and notarized Settlement Agreement, judgment by default heretofore taken, the testimony of the plaintiff, and upon the entire record; from all of which it is found by the Court that the plaintiff is entitled to an Absolute Divorce on the grounds of irreconcilable differences as provided for in T.C.A. §36-801 (II).

The Court further finds that the parties have made adequate and sufficient provision by written agreement for the settlement of any property rights between the parties, and for the care, custody and maintenance of the minor children born to the parties, if any, and more specifically, the terms of that Agreement are as follows:

03/01 18.00- CASH

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IN THE _____ CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ANITA LAWSON SETTLE)
)
vs.) NO. _____
)
RICHARD ALLEN SETTLE)

PROPERTY SETTLEMENT AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants, promises, and undertakings hereinafter more fully set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, THIS AGREEMENT is made and entered into this 1st day of December, 1982, by and between ANITA LAWSON SETTLE, hereinafter referred to as "Wife", and RICHARD ALLEN SETTLE, hereinafter referred to as "Husband", for the purpose of defining certain rights and privileges and transferring certain properties, effective now and on the date an Absolute Divorce is granted. THEREFORE, the parties do agree as hereinbelow set out:

1. The only real property in which the parties hold a joint interest is a house and lot located at 1029 New Due West, Madison, Davidson County, Tennessee, 37115. With regard to said real property, the parties agree as follows:

(a) The Wife shall have all right, title and interest in and to said real property.

(b) The Wife hereby agrees to be solely responsible for the timely repayment of all mortages secured by said real property, and also all taxes and insurance as these become due and payable and to hold the Husband harmless therefrom.

(c) The Wife agrees to purchase the Husband's equity in said real property for the sum of Two Thousand Two

Hundred Fifty Dollars ($2250.00), one-half of said amount, One Thousand One Hundred Twenty-Five Dollars ($1125.00) being payable with the signing of this Agreement; however, the parties agree that the Husband owes the Wife Fifty-Eight Dollars and Fifty Cents ($58.50) for utility bills now due, and the Wife shall have the right to deduct this amount from the first one-half payment of the Husband's equity. The remaining one-half of the Husband's equity shall be paid to him by the Wife within Twenty-Four hours of the granting of an Absolute Divorce pursuant to this Agreement, said amount being One Thousand One Hundred Twenty-Five Dollars ($1125.00).

(d) The Husband agrees to sign any documents which may be required in order to place title to said real property solely in the Wife's name, or in the name of a third party should the Wife elect to sell said real property and such documents become necessary.

2. The Wife shall have all right, title and interest in and to one (1) 1971 Toyota Celica automobile, currently titled in the Wife's name, and the same being unencumbered.

3. The Husband shall have all right, title and interest in and to one (1) 1978 Chevrolet van, currently titled in the Husband's name, and the Husband agrees to be solely responsible for all debts and encumbrances secured thereby.

4. All interest in any tangible personal property now in the possession of the Wife is hereby divested out of the Husband and vested solely in the Wife; and all interest in any tangible personal property owned by the parties and now in the possession of the Husband is hereby divested out of the Wife and vested solely in the Husband.

5. The Husband agrees that in addition to the above-described utility bill in the amount of Fifty-Eight

Dollars and Fifty Cents ($58.50) due the Wife, he shall pay directly to the Wife one-half of the utility bills incurred for the period from November 1, 1982 throught November 15, 1982, at the parties' residence, this amount now being eighty-eight dollars and eighty-one cents (88.81). A.L.S. RAS

6. The parties agree to split equally all legal fees and court costs arising from this action.

7. The parties hereby agree that, except as herein described, each party shall be solely responsible for the timely repayment of any loans, debts or accounts incurred in his or her own name, both prior to the signing of this Agreement and thereafter.

8. The Wife shall have her maiden name restored to her use, namely: Anita Lawson.

9. Both parties hereby agree that by signing this Agreement, they accept service of process, and submit themselves to the jurisdiction of the Circuit Court for Davidson County, Tennessee.

10. It is mutually understood and agreed by and between the parties hereto that this is a complete and final Property Settlement Agreement between them; and that in the event a divorce is granted, neither of them will ever hereafter have any property claims whatsoever against the other.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

Anita Lawson Settle
ANITA LAWSON SETTLE

Richard Allen Settle
RICHARD ALLEN SETTLE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, ANITA LAWSON SETTLE, with whom I am personally acquainted, and who acknowledged to me that she signed the within PROPERTY SETTLEMENT AGREEMENT as her free act and deed for the purposes therein contained, this 1st day of December, 1982.

Sherian D. Hart
NOTARY PUBLIC

My commission expires:
Aug. 9, 1986.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, RICHARD ALLEN SETTLE, with whom I am personally acquainted, and who acknowledged to me that he signed the within PROPERTY SETTLEMENT AGREEMENT as his free act and deed for the purposes therein contained, this 1st day of December, 1982.

Sherian D. Hart
NOTARY PUBLIC

My commission expires:
August 9, 1986.

IT IS, THEREFORE, ORDERED that the plaintiff is hereby awarded an Absolute Divorce; that the parties' Settlement Agreement is ratified and made a part of this Final Decree; that the costs of this cause be assessed against the plaintiff; and that each party be restored to all the rights and privileges of an unmarried person, including restoration of the Wife's maiden name: Anita Lawson.

For all of which execution may issue as necessary.

ENTER, this 28th day of February, 1983.

JUDGE

SUBMITTED FOR ENTRY:

DAVID A. HARRELSON
Attorney for Plaintiff
2108 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
Telephone: 615/244-7706

cc: Defendant-Richard Allen Settle
This date: February 28, 1983

I hereby certify that this is a true copy of original instrument filed in my office this 28th day of February 1983
GEORGE L. ROOKER Clerk
By V. Laarry
Deputy Clerk