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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SHIRLEY ANN ADAMS)
)
VS.) NO. 82D-2326
)
WILLIAM DELMA ADAMS)

FINAL DECREE

83-13-PAR 106

BOOK 6033 PAGE 42

This cause came on to be heard this 15th day of November, 1982, before the Honorable Muriel Robinson, Judge, on the original and amended complaints, Answer and Counter-Complaint filed by the Defendant, and after statement of counsel that the parties have reached a written Property Settlement Agreement and desire to amend the Counter-Complaint to allege the ground of irreconcilable differences and further that the original Plaintiff desires to withdraw her Answer to the Counter-Complaint and withdraw her original and amended Complaint, and after testimony of the Counter-Plaintiff, the Court is of the opinion that the parties have encountered certain irreconcilable differences in their marriage which make it impossible to continue the marital relationship. The Court further finds that a divorce prayed for should be granted and that the Property Settlement Agreement shall be approved by the Court.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Counter-Plaintiff, William Delma Adams, be and hereby is granted an Absolute Divorce from the Counter-Defendant, Shirley Ann Adams, and that they both be restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Counter-Plaintiff is hereby granted leave to amend his Counter-Complaint to allege the grounds of irreconcilable differences, and further that the Counter-Defendant is hereby granted leave to withdraw her Answer to the Counter-Complaint and also leave to withdraw the original and amended complaints.

It further appearing to the Court that the parties have entered into an agreement settling their respective property rights, which agreement is in words and figures as follows:

04/06 15.00 CHECK
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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SHIRLEY ANN ADAMS)
)
VS.) NO. 82D-2326
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WILLIAM DELMA ADAMS)

BOOK 6033 PAGE 43

PROPERTY SETTLEMENT AGREEMENT

This Agreement made and entered into this 15th day of November, 1982, between Shirley Ann Adams, here and after referred to as the Wife, and William Delma Adams, here and after referred to as the Husband.

WHEREAS, certain difficulties have arisen between the parties which have gone to such an extent that it does not appear possible for them to be reconciled and live together as husband and wife; and

WHEREAS, a Petition for Absolute Divorce was filed by the wife against the husband in the Fourth Circuit Court for Davidson County, Tennessee, being Docket No. 82D-2326, and the husband has filed an Answer and Counter-Complaint; and

WHEREAS, the parties herein are desirous of settling all matters pertaining to property, agree as follows:

I.

That the husband shall convey the house and lot located at 1204 Fatherland Street in Nashville, Tennessee, to the wife and she shall assume all indebtedness owed thereon and shall hold the husband harmless thereon.

II.

The husband shall receive all proceeds from the sale of the duplex.

III.

The wife shall become the sole owner of the furniture and fixtures located in the home, a rotary tiller, a lawn mower, a washer and dryer, a refrigerator and stove, desk, and her personal automobile.

IV.

Husband is to become sole owner of a chest of drawers, four guns, a console Zenith television set, a stereo bar-fireplace unit, a wedding ring from his first marriage, his mother's pictures in frame,

tapestry of the Bicentennial, sewing machine and wood cabinet, mounted fish on plague, records and fireplace stereo, and clothes and other personal belongings. He shall also receive his 1974 Mercury automobile.

V.

The husband will be solely responsible for the payment of any mechanics lien on the property by Richard Deslauriers and shall be solely responsible for any judgment obtained concerning the cabinets in said homeplace.

VI.

The husband shall pay to Mr. and Mrs. H. D. Driver four payments of $294.00 each on the property at 1204 Fatherland Street, and in addition shall pay to Mr. and Mrs. Driver the sum of $349.00 for back insurance payments on said property.

VII.

The husband and wife shall release the $241.82 held in escrow by their attorney for the husband, and this sum shall be paid to the Nashville Gas Company for the arrearage which presently exists at 1204 Fatherland Street.

VIII.

The wife will sign over to the husband all sums which she may receive from the Internal Revenue Service as a refund due to the tax lien on the property at ~~1204 Fatherland Street~~ 1208 Riverside Drive. WSA

IX.

Each party shall be solely responsible for the payment of their own attorneys' fees.

It is further agreed by the parties, and each of them, subject to the approval of the Court, that this Agreement be incorporated into the Final Decree of divorce at such time as this divorce is granted.

The parties, and each of them, by the execution of this Agreement, hereby mutually agree to sign any document and or instrument which may be necessary in order to carry out and comply with the terms herein contained.

WITNESS WHEREOF, the parties, and each of them, have hereunto set their hands the day and date first above written.

Shirley Ann Adams

Witness

William Delma Adams

Witness

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the foregoing Agreement of the parties is fair and equitable and is in all things hereby confirmed and approved by the Court and is adopted as a part of this Final Decree.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that all of the Counter-Plaintiff's right, title and interest in and to the real property of the parties located at 1204 Fatherland Street, Nashville, Davidson County, Tennessee, shall be divested out of the Counter-Plaintiff, William Delma Adams, and shall be vested in the Counter-Defendant, Shirley Ann Adams, in fee simple absolute, and she shall be solely responsible for all indebtedness owed thereon with the exception of the arrearage in the note payments which will be described hereinafter. Said property is more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 100, in East Edgefield, a plan of which is of record in Plan Book No. 21, page 147, Register's Office for said County.
>
> SAID Lot No. 100 fronts 50 feet on the south side of Hobson Avenue, now Fatherland Street, and runs back between parallel lines southwardly 213 feet to Walnut Street, now Lillian Street.
>
> BEING the same property conveyed to the grantors by deed from Henry D. Driver and wife, Ara Dell Driver, being recorded in Book _____, page _____, Register's Office for Davidson County, Tennessee.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Counter-Plaintiff shall receive all proceeds from the sale of the duplex located at 1208 Riverside Drive and the Counter-Defendant shall sign over to the Counter-Plaintiff all sums which she may receive from the Internal Revenue Service as a refund due to the tax lien on the property at 1208 Riverside Drive.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Counter-Plaintiff shall pay to Mr. and Mrs. H. D. Driver four payments of Two Hundred Ninety Four ($294.00) Dollars each on the property at 1204 Fatherland Street

and in addition shall pay to Mr. and Mrs. Driver the sum of Three Hundred Forty Nine ($349.00) Dollars for back insurance payments on said property.

The Court costs connected with this cause shall be divided equally between the parties, for which execution may issue if necessary.

Enter this 22nd day of November, 1982.

JUDGE

APPROVED FOR ENTRY:

L. R. DeMARCO

IDENTIF. REFERENCE

APR 6 12 59 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

H 4 0 3 7 3

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed this 16th day of November, 1982, to Mr. Ramon Womack, Attorney for Counter-Defendant, 3720 North Natchez Court, Nashville, Tennessee 37211.

L. R. DeMARCO

127C/1992

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 of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Shirley Ann Adams *Plaintiff, and* William Delma Adams *Defendant, as same remain of record in said Court.*

True Copy

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 6th. *day of* April *in the year one thousand nine hundred and* Eighty-Three *and in the* 207th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*

Form #GR-117