114C/2245

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ELIZABETH ANN LAMPLEY, Plaintiff	)	BOOK 6064 PAGE 43
vs.	)	NO. 96924
MICHAEL LAMPLEY, Defendant	)	

FINAL DECREE

This cause came on to be heard on the 30th day of November, 1979, before the Honorable Robert Jackson, sitting as Special Judge for the Fourth Circuit Court of Davidson County, Tennessee upon the plaintiff's petition for an absolute divorce, the judgment by default heretofore taken, the property settlement agreement signed by both parties, the testimony of the plaintiff in open Court, the statements of counsel, and upon the entire record, from all of which it is found by the Court that the allegations of irreconcilable differences are sustained by the proof and that the plaintiff is entitled to an absolute divorce.

It is therefore ORDERED, ADJUDGED and DECREED by the Court that the plaintiff is hereby awarded an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court that the property settlement agreement heretofore entered into by the parties is hereby approved and made a part of this decree as follows:

1. Michael Lampley shall receive the exclusive care, custody and control of the parties' minor child with reasonable visitation privileges provided to Elizabeth Ann Lampley.

2. Michael Lampley shall receive all right, title, equity and interest in the parties' home at 3807 Hilltop Avenue, Nashville, Tennessee. The home is more fully described as follows:

> Land in Davidson County, Tennessee, being Lot No. 7 on the Plan of Baxter Heights, as of record in Book 2083, page 94, Register's Office for said County.

Said Lot No. 7 fronts 82.42 feet on the west side of Hilltop Avenue and extends back 263.34 feet on the northeasterly line, and 177.77 feet on the southerly line to a dead line on which it measures 218.8 feet.

Michael Lampley shall be solely responsible for paying off the balance that is due on this property.

3. Elizabeth Ann Lampley shall receive all right, title, equity and interest in the piece of rental property owned by the parties at 1908 Electric Avenue, Nashville, Tennessee. The home is more fully described as follows:

BEING the easterly 40 feet of the westerly 70 feet of Lots Nos. 92, 93, and 94 on the Plan of the United Electric Railway Company's Addition, of record in Plat Book 161, page 8, Register's Office, Davidson County, Tennessee.

SAID Parts of Lots Nos. 92, 93, and 94 front 40 feet on the southerly side of Electric Avenue and runs back between parallel lines 165 feet to a dead line.

Elizabeth Ann Lampley shall be solely responsible for paying off the balance that is due on this property.

4. Michael Lampley shall receive all right, title, equity and interest in the household furniture and furnishings of the parties with the exception of a bedroom suit that Mrs. Lampley already has in her personal possession.

5. Elizabeth Ann Lampley shall receive all right, title equity and interest in the parties' 1971 Ranger truck. It shall be her sole and separate responsibility to pay off the balance that is due on this truck.

6. Michael Lampley shall receive all right, title, equity and interest in the 1978 Ford Fairmont automobile owned by the parties. It shall be his sole and separate responsibility to pay off the balance that is due on this automobile.

7. The stock owned by the parties in the Colonial Bakery Company shall be put in the name of their minor son, Jeffrey Scott Lampley.

8. Michael Lampley shall name his minor son, Jeffrey Scott Lampley, the beneficiary on his life insurance policies.

9. Michael Lampley shall be responsible for the hospital bill owed by Mrs. Lampley at Miller's Hospital in the approximate amount of Sixteen Hundred Dollars ($1,600.00).

10. Elizabeth Ann Lampley shall be responsible for the bills owed to Master Charge, Aldens and Pennys.

11. Michael Lampley shall be responsible for the bills owed to VISA and Sears.

12. Michael Lampley shall be responsible for all the future medical and dental expenses incurred for the health and welfare of the parties' minor child.

13. Michael Lampley shall pay an attorney fee to William B. Bruce in the amount of One Hundred Fifty Dollars ($150.00) for representing his wife and minor child in this cause of action.

14. It is further understood and agreed that this agreement shall in no way restrict either party's right to maintain an action for divorce, and shall in no way restrict either party's right to make a defense to such action. It is further understood and agreed by and between the parties that this instrument shall be incorporated in a divorce decree insofar as it undertakes to settle a matter of custody of the minor children, and of alimony and property rights of the parties hereto, and subject to the approval of the Court.

15. It is further understood and agreed that this property settlement agreement is intended to be a final settlement agreement of the property rights of the respective parties hereto.

16. This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

17. It is further understood and agreed by and between the parties that this property settlement agreement is entered into without undue influence, fraud, coercion or misrepresentation, or for any reason not herein stated. The provisions in this agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily.

It is further ORDERED that the defendant pay any court costs incurred in this action for which execution may issue if necessary.

ENTER this the 6th day of ~~November~~ December, 1979.

Robert Taylor
JUDGE

APPROVED FOR ENTRY:

William B. Bruce
WILLIAM B. BRUCE
Attorney for Plaintiff
2108 Parkway Towers
Nashville, Tennessee 37219
Phone: 244-7706

cc: Mr. Michael Lampley
3807 Hilltop Avenue
Nashville, Tennessee 37216

H50247

BOOK 6064 PAGE 46

IDENTIF. REFERENCE

MAY 26 2 24 PM '83

FELIX A. WILSON II REGISTER
DAVIDSON COUNTY, TN

Docket Number 96924 Minute Book 114C, Page 2243

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 ~~correct transcript~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Elizabeth Ann Lampley *Plaintiff, and* Michael Lampley *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* 26th *day of* May *in the year one thousand nine hundred and* eighty-three *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Becky Dyer, *D. C.*

Form #GR-117

OFFICIAL RECEIPT

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 6064 PAGE 47

FOR _____

CO -CONVEYANCE	CC -CERTIFIED COPY	MISC -MISCELLANEOUS
MO -MORTGAGE	REL -RELEASE	COTX -STATE TAX CONVEY
WD -WARRANTY DEED	UCC -UNIFORM COMMERCIAL CODE	MOTX -STATE TAX MORT
TD -TRUST DEED		PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			12.00 MISC.	
			CHECK	12.00-
0498A05/26/63			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H50247

IDENTIF. REFERENCE

MAY 26 2 24 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 951890