MAP = 103-11-47
Parcel = 123B/1705

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
1981 AUG 28 AM 10:54
JOYCE L. ... CLERK
D.C.

BARRY BRYAN O'KAIN,
Complainant

vs.

PAMELA LEONA TOFT O'KAIN,
Defendant

No. 81D-2168

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FINAL DECREE

This matter came on for final hearing on the 28th day of August, 1981, before the Honorable Harry S. Lester, Judge of the Second Circuit Court for Davidson County, Tennessee, upon the original Complaint filed in this matter by the Complainant to which was attached and made a part thereof a Property Settlement Agreement executed by both parties on June 2, 1981, and also a Data Sheet For Noncontested Divorces in the Circuit Court which set forth the required information, said Complaint alleging irreconcilable differences between the parties as a statutory ground for divorce, and upon the testimony of the Complainant in open court and statements of his counsel, from all of which it does appear to this Court that the allegations of the Complaint have been sustained, that a divorce should be granted to the Complainant on the grounds of irreconcilable differences, and that the terms of the Property Settlement Agreement hereinabove referred to should be approved,

IT IS, ACCORDINGLY, ORDERED, ADJUDGED AND DECREED that the Complainant be, and hereby is, absolutely divorced from the Defendant upon the grounds of irreconcilable differences and that both the Complainant and the Defendant are restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement entered into by the parties hereto and made a part of the original Complaint filed herein is approved and is hereby

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incorporated herein by reference in the same manner as though set out in full.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this cause are taxed against the Complainant, for which execution may issue if necessary.

ENTERED this 28 day of Aug, 1981.

Thomas D. Taylor
JUDGE

APPROVED FOR ENTRY:

Edward S. Kelly, Jr.

EDWARD S. KELLY, JR.
Attorney for Complainant
6202 Charlotte Avenue
Nashville, Tennessee 37209
(615) 353-0930

cc: Mrs. Pamela Leona Toft O'Kain

PROPERTY SETTLEMENT AGREEMENT

1981 JUL -8 PM 1:49

THIS PROPERTY SETTLEMENT AGREEMENT is entered into this 2nd day of June, 1981, by and between BARRY BRYAN O'KAIN, hereinafter referred to as "Husband," and PAMELA LEONA TOFT O'KAIN, hereinafter referred to as "Wife," both parties being citizens and residents of Davidson County, Tennessee.

W I T N E S S E T H :

WHEREAS, the parties hereto have encountered irreconcilable marital differences and have agreed to separate;

WHEREAS, the Husband has filed a Petition for an uncontested Decree of Absolute Divorce in the Second Circuit Court for Davidson County, Tennessee, Docket Number 81D-2168;

WHEREAS, the parties hereto desire to reach a voluntary disposition between themselves as to their property rights, assets, liabilities, and other marital concerns; and

WHEREAS, the parties hereto agree that the provisions herein will be incorporated into a Final Decree of Absolute Divorce, subject to the approval of the Second Circuit Court for Davidson County, Tennessee;

NOW, THEREFORE in consideration of these premises and the mutual agreement and covenants contained herein, the parties do mutually agree and enter into this Property Settlement Agreement, which is intended to settle all matters of property and other marital concerns between them.

I.

The Husband will have the sole right, title and interest in and to the house and lot owned by the parties at 5412 Oakmont Circle, Nashville, Tennessee 37209, which is more fully described as follows:

BEING Lot No. 34 on the Plan of Richland Meadows, Section 1, of record in Book 2083, page 40, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to Barry B. O'Kain and wife, Pamela Toft O'Kain, by deed from James Larry Avritt, Mary Ann Austin and William H. Dobbins, Administrator to the Estate of Eunice E. Avritt, of record in Book 5215, page 618, said Register's Office.

The Wife shall be completly divested of any and all right, title and interest in and to this property. The Husband shall be solely responsible for all debts owed on this property including the mortgage currently owned on it by Mortgage Corporation of the South, 2119 Sixth Avenue North, Post Office Box 10726, Birmingham, Alabama 35202. The current balance of said mortgage is approximately Twenty-One Thousand Eight Hundred Sixteen and 33/100 Dollars ($21,816.33). The Husband shall further hold the Wife harmless from any liability on that debt. If this property should subsequent to the execution of this Agreement be sold by the Husband, he shall be entitled to all of the proceeds of said sale with the Wife to receive nothing therefrom.

II.

The Husband shall have the sole right, title and interest in the 1972 Datsun automobile which he owned prior to the marriage of the parties together with the parties' living room suit, the stove and the refrigerator. All right, title and interest in this personal property shall be divested out of the Wife. The Husband shall be solely responsible for all debts owed on this property and shall hold the Wife harmless from any liability thereon. The Husband shall also be solely responsible for a medical bill owed to Dr. Johnson in the approximate amount of Sixty Dollars ($60.00) and shall hold the Wife harmless from any liability thereon. Husband will keep the Wife listed as an insured on his medical insurance until January 1, 1982, unless earlier released of this responsibility by the Wife.

III.

The Wife shall have the sole right, title and interest in and to the 1976 Mazda automobile which she owned prior to the marriage of the parties and shall also have the sole right, title and interest in and to the three (3) bedroom suits, the dining room suit, the clothes dryer, the clothes washer, the stereo, and the electric saws, owned by the parties. All right, title and interest of the Husband in these items of personal property shall be completed divested out of him. The Wife shall be solely responsible for all other medical bills owed by the parties and shall hold the Husband harmless from any liability thereon.

IV.

Any other debts of either of the parties hereto shall be the sole responsibility of that individual party and he or she shall hold harmless the other party from any liability on any such individual debt. The parties hereto state that they have made adequate provision for any and all of their joint debts and that each party hereto is fully satisfied with the disposition of any such joint debts.

V.

It is further agreed by and between the parties that no alimony will be paid by either party to the other party. All ordinary and necessary living and maintenance expenses, including rent, utilities, telephone and insurance, will be separately born and paid for by each party.

IV.

It is agreed by and between the parties that this Property Settlement Agreement represents the entire agreement between them, that it provides for the equitable settlement of all property rights between them, and that it has been entered into voluntarily by each of them with no coercion against either of them by the other party.

IN WITNESS WHEREOF, the parties hereunto have executed this Property Settlement Agreement on the date first above written.

Barry Bryan O'Kain
BARRY BRYAN O'KAIN, Husband

Pamela Leona Toft O'Kain
PAMELA LEONA TOFT O'KAIN, Wife

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, BARRY BRYAN O'KAIN and PAMELA LEONA TOFT O'KAIN, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 27th day of June, 1981.

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IDENTIF. REFERENCE
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FEE $ ... PAID
REGISTER
DAVIDSON COUNTY, TN

Edward S. Kelly, Jr.
Notary Public

My commission expires:
10-15-83

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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* Barry Bryan O'Kain *Plaintiff, and* Pamela Leona Toft O'Kain *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* 19th *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 Virginia Lacey, D. C.

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Form #GR-117