map 150-7
par. 128 &c.

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

'82 OCT 25 PM 3:13

D.C.

CHARLES MCKINLEY NOLEN)
)
vs.) Number: 82D-2263
)
PATRICIA KELLER NOLEN)

BOOK 6056 PAGE 152

FINAL ORDER

This cause came to be heard on the 12th day of October, 1982 before the Honorable Hamilton Gayden, Judge of the First Circuit Court for Davidson County, Tennessee, upon the pleadings, the notarized property settlement, the testimony and the record as a whole, from all of which the Court affirmatively finds that the Parties have made adequate and sufficient provisions by written agreement for the equitable settlement of the property rights and that the Plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences and that the Property Settlement Agreement is affirmatively approved as submitted.

It is therefore ORDERED, ADJUDGED and DECREED that the Plaintiff be and hereby is awarded an absolute divorce from the Defendant, and the parties are restored to all the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED and DECREED that the property settlement agreement of the parties is hereby approved and ratified by the Court and is incorporated as the Order of this Court set out as follows:

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CHARLES MCKINLEY NOLEN)
)
vs.) Number:
)
PATRICIA KELLER NOLEN)

BOOK 6066 PAGE 153

PROPERTY SETTLEMENT AGREEMENT

Come now the parties and announce unto the Court that there are irreconcilable differences in their marriage and they have entered into this agreement subject to the Court's approval and the granting of an absolute divorce to the plaintiff.

1. WIFE is to receive as her absolute property all of the household furnishings located at the residence of the parties. HUSBAND is to receive any furniture purchased by him in the interium, the cherry dresser, mirror and the queen size box springs and mattress, the bedroom suite which includes the brass headboard. HUSBAND is also to receive the washer, dryer and refrigerator.

2. WIFE shall be awarded title to and possession of the 1979 Plymouth Volare subject to indebtedness thereon as of August, 1982, and will be responsible for said indebtedness and shall indemnify and hold HUSBAND harmless for same. HUSBAND currently has a leased vehicle which he shall continue to lease.

3. HUSBAND shall assume and be solely responsible and hold WIFE harmless for all debts incurred by the parties during their marriage with the sole exception of the indebtedness on the Plymouth Volare.

4. HUSBAND shall receive as his absolute property, subject to any indebtedness thereon, the house and lot lcoated at 3221 Autumn Drive, Antioch, Tennessee. HUSBAND shall pay to the WIFE the sum of $650.00 per month through

the Clerk of this Court, plus the 5% Clerk's fee, for a period of eight months beginning on August 1, 1982 through March 1, 1983. HUSBAND is also to pay the sum $600.00 per month through the Clerk of this Court, plus the 5% Clerk's fee beginning April 1, 1983 through June 1, 1983. This is to represent a cash settlement for the equity that the WIFE has in the house and lot and furnishings. WIFE shall hold a note on the equity of the home located at 3221 Autumn Drive, Antioch, Tennessee until all the payments are made. BOOK 6066 PAGE 154

5. WIFE is to have as her separate property all monies located in any savings institution or bank in her name. HUSBAND is to have as his separate property all monies located in any savings institution or bank in his name.

6. HUSBAND is to pay all the attorneys fees and court costs in this matter.

7. HUSBAND shall assign to WIFE a $10,000.00 Whole Life Policy (#795-232-811PR PLN) as security against this Property Settlement Agreement. HUSBAND shall make all payments on policy until the terms of this agreement are fulfilled.

HUSBAND and WIFE agree that the above settlement is fair and reasonable and that the same may be offered into evidence at any hearing in an action for divorce and that the agreement may be incorporated in an action for divorce and made a part of any final decree of divorce in the event any Court see fit to grant a divorce.

WIFE further agrees to WAIVE personal service in the Court action presently being prepared, said action to be styled CHARLES MCKINLEY NOLEN vs PATRICIA KELLER NOLEN, and filed in Davidson County, Tennessee Circuit Court.

THE PARTIES AGREE THAT THEY HAVE READ THIS INSTRUMENT AND UNDERSTAND ITS TERMS AND ACKNOWLEDGE THAT THEY HAVE EACH RECEIVED A COPY OF IT.

IN WITNESS WHEREOF, the parties have executed this agreement on this the 12th day of July, 1982.

Charles McKinley Nolen

CHARLES MCKINLEY NOLEN

Patricia Keller Nolen

PATRICIA KELLER NOLEN

State of Tennessee

County of Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State the within named Charles McKinley Nolen, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes contained therein. Witness my hand and official seal at Nashville, Tennessee, this 12th day of July, 1982.

Patsy McElroy

Notary Public
My Commission Expires: 1-19-86

State of Tennessee

County of Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within named Patricia Keller Nolen, with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purposes contained therein. Witness my hand and official seal at Nashville, Tennessee this the 12th day of July, 1982.

Patsy McElroy

Notary Public
My Commissions Expires: 1-19-86

IT IS FURTHER ORDERED THAT the costs incurred in this cause shall be paid by Plaintiff, for which let execution issue, if necessary.

ENTERED THIS 25th DAY OF OCTOBER, 1982.

BOOK 6066 PAGE 156

JUDGE

Approved for Entry:

Monte D. Curry
4220 Nolensville Road
Nashville, Tennessee 37211

cc: Patricia Keller Nolen

RUSH

IDENTIF. REFERENCE

MAY 31 11 57 AM '83
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

H 5 0 9 2 3

82D-2263 First Circuit Court 154A/733

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* CHARLES MCKINLEY NOLEN, *Plaintiff, and* PATRICIA KELLER NOLEN, *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* 31st *day of* May *in the year one thousand nine hundred and* eighty-three *and in the* two hundred seventh *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By W. L. Rowland, *D. C.*

Form #GR-117

737