IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

PATRICIA JEAN LYNCH CROWELL

PLAINTIFF

VS.

KENNETH HARLAN CROWELL ,

DEFENDANT

1982 APR 26 PM 1:58

GEORGE L. ROOKER, CLERK

CASE NUMBER 82D-350

D.C.

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FINAL DECREE

This cause came on to be heard this 23rd day of April , 1982, before the Honorable Harry Lester JUDGE, upon the complaint of the plaintiff, service upon the defendant, a notarized property settlement agreement, a default judgment, the testimony of the plaintiff in open Court, and the entire record.

The Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties and that the plaintiff is entitled to a divorce on the grounds of IRRECONCILABLE DIFFERENCES.

IT IS THEREFORE, ORDERED AND DECREED that the plaintiff be and is hereby awarded an Absolute divorce and both parties are restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED that the Property Settlement Agreement submitted by the parties and settling their respective marital property rights is hereby approved by the Court and made an Order of this Court by its incorporation into this Final Decree, attached as exhibit one.

IT IS FURTHER ORDERED that the plaintiff shall pay the costs of this cause.

Harry Lester

JUDGE

26 DAY OF April, 1982.

APPROVED FOR ENTRY:

Leon Perry

LEON PERRY, ATTORNEY FOR PLAINTIFF

cc: Kenneth Crowell
3880 Priest Lake Drive
Unit 32, Building 15
Nashville, Tn. 37217

MAIL TO:
W. G. TRABER
NASHVILLE, TENN. 37214

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PROPERTY SETTLEMENT AGREEMENT

This property settlement agreement, hereinafter referred to as agreement and specifically approved by Tennessee Code Annotated 36-801 (11), is made and entered into by and between Kenneth Harlan Crowell hereinafter referred to as husband, and Patricia Crowell hereinafter referred to as wife.

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WITNESSETH:

WHEREAS, there is presently pending a suit for divorce in the Circuit Court for Davidson County, Tennessee, between the parties on the grounds of Irreconcilable Differences:

NOW THEREFORE, for and in consideration of the mutual promises hereincontained and to settle our marital property rights for the divorce, it is understood and agreed among the parties as follows:

1. The parties jointly own a condomimum and the husband agrees to turn over all right, title, interest over to the wife and she agrees to assume and to pay for the said condomimum . She further agrees to pay the sum of $4600.00 as equity to the husband for his interest in the condomimum, said payments to be made over a period of four years.

2. The husband is to receive the 1973 El Camino pickup and will pay the remaining balance thereon. The car is titled in his name.

3. The husband is to also to receive the 1976 Honda Motorcycle and the wife will pay the remaining $400.00 owed on the said motorcycle.

4. The wife is to receive the 1977 Gran Prix automobile and the husband will convey a clear title to the said car over to the wife.

5. All contents in the condomimum will become the absolute property of the wife.

6. Each party will receive his or her own personal property from the marriage.

7. The wife hereby agrees to pay the mastercharge and medicount bills and to hold the husband harmless from any liability thereon.

8. If the wife decides to sell the condomimum then the husband will be paid in full out of the proceeds of the sale at the time of the sale.

9. The wife hereby agrees to pay the legal and court costs for the divorce.

From and after the date of this instrument, the parties agree to be solely responsible for any indebtedness owed by each of them in their individual names.

Each party acknowledges that the provisions in this agreement are fair, adequate, and satisfactory and accepts them in full and final settlement of all claims and demands and fully discharges the other from all such claims and demands except as provided in this agreement.

Each of the parties to this agreement agree to sign any deeds, bills of sale, or other written instruments that will be or may be necessary to carry out the intent of this agreement.

IT IS FURTHER UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT THIS AGREEMENT IS ENTERED INTO WITHOUT ANY UNDUE INFLUENCE, FRAUD, COERCION, OR MISREPRESENTATION OR FOR ANY REASON NOT HEREIN STATED. BOTH PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS BEING ENTERED INTO VOLUNTARILY.

This instrument is the entire agreement between the parties. Both parties acknowledge receipt of a copy of this agreement.

In Witness Whereof, the parties have subscribed their names on the day and date below written.

Kenneth W. Caswell
HUSBAND

STATE OF Tenn
COUNTY OF Dav

Sworn to and Subscribed before me
this 2 day of Feb, 1982.
NOTARY PUBLIC Jean Perry
COMMISSION EXPIRES 10-25-82

Patricia Jean Caswell
WIFE

STATE OF Tenn
COUNTY OF Dav

Sworn to and subscribed before me
this 2 day of Feb, 1982.
NOTARY PUBLIC Jean Perry
COMMISSION EXPIRES 10-25-82

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IDENTIF. REFERENCE

JUL 20 10 00 AM '83

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN

82D-350 Second Circuit Court 125B/987

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* PATRICIA JEAN LYNCH CROWELL, *Plaintiff, and* KENNETH HARLAN CROWELL, *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* seventh *day of* June *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