MAP 61-15
PAR 15
123A/572

GAIL FAY OWENS) IN THE THIRD CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

VS (

THOMAS ANDREW OWENS, JR.) No. 81D-4055

'82 MAR -2 PM 2:06

D.C.

FINAL DECREE BOOK 6122 PAGE 925

This cause came on to be heard on March 2, 1982 before the Honorable Joe C. Loser, Jr., Judge, upon the complaint of the plaintiff, Gail Fay Owens, for an absolute divorce, the property settlement agreement executed by the parties and acknowledged by them before a Notary, the default judgment and order setting this cause for trial on this date, the entire record in this cause, and the testimony of the plaintiff;

From all of which the Court finds that the property settlement agreement is fair and equitable and is therefore sanctioned by the Court and that plaintiff should be granted an absolute divorce on the ground of irreconcilable differences and that the property settlement be incorporated into this decree.

It is therefore ORDERED and ADJUDGED that plaintiff be and she is hereby granted an absolute divorce from the defendant and her maiden name, Gail Fay Stephens, is restored to her.

It is further ordered by the Court that the property settlement be and is approved by the Court and the terms thereof are made the judgment of the Court and made a part of this final order; and that the legal description of the real estate be included in the Decree, the property settlement agreement being as follows:

PROPERTY SETTLEMENT AGREEMENT

This agreement made and entered into this November 6, 1981 by and between Gail Fay Owens, hereinafter referred to as "wife", and Thomas Andrew Owens, Jr., hereinafter referred to as "husband."

Witnesseth

WHEREAS, the parties hereto were married on June 7, 1977 in Sumner County, Tennessee. That the parties presently reside in Davidson County, Tennessee where they so have since their marriage. There are no children of this union.

CHECK

WHEREAS, irreconcilable differences have arisen between the parties and in consequence thereof they have been separated since the latter part of September, 1981 and are now living separate and apart.

And WHEREAS, both parties are convinced that there is no chance of reconciliation on account of their irreconcilable differences.

And WHEREAS, the parties desire to settle all questions of property rights and all other matters of every description which have arisen or may arise by virtue of their marriage.

And WHEREAS, both parties have examined the terms and conditions contained in this agreement, and they have signed this agreement and are both satisfied that said agreement is fair and equitable and that neither of the parties are under duress.

Now, therefore, in consideration of the premises, the benefits and detriments accruing to each of the parties as hereinafter set out, it is agreed between the parties as follows:

1. It is agreed by the parties that the wife shall proceed to trial and obtain a divorce in the Circuit Court of Davidson County, Tennessee on the sole ground of irreconcilable differences and that she will seek the restoration of her maiden sir name, namely, Stephens.

2. The husband agrees that he will pay all Court costs and his wife's Attorney fee in the amount of $300.00 to J. B. Watson, Jr., Attorney for the wife.

3. The parties have already divided their household furniture and that division is satisfactory to both parties.

4. It is further agreed that all of the right, title and interest of the wife in the real property situated at 3916 Burrus Avenue, Nashville, Tennessee be divested out of her and vested in him and that the husband will pay all of the balance amount due on the 1st and 2nd mortgages on said property and will hold the wife harmless from any liability in personan thereof.

5. The husband agrees that he will pay the Sears, Credit Thrift of America bills, Firestone, Memorial Hospital, and American Express and further agrees to hold the wife harmless for any of those debts.

6. The wife agrees that she will pay the balance to First American National Bank on the car note which is to be vested in her and will likewise pay the First American Master Charge account which is in her name, and will pay the First American National Bank a personal note, and

will pay P.I.A.S. Credit Union its obligation which is her personal indebtedness not secured by any lien.

7. All of the right, title and interest of the parties in and to a 1976 Harley Davidson Motorcycle is vested in the husband.

8. It is further agreed between the parties that the husband will pay to the wife the sum of $125.00 per month for 36 months on or before the 10th day of each month betinning with the first 10th of the month that occurs immediately after the divorce is granted.

9. The parties understand and agree that this agreement is in full and final settlement of all marital rights between the parties and agree that this property settlement agreement may be incorporated into the Final Divorce Decree if the Court sees fit to grant a divorce.

10. It is further understood and agreed between the parties that this property settlement agreement will be filed with her petition for divorce and that personal service of process on the defendant will not be necessary as he has already received a copy of said complaint for an absolute divorce.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures this November 6, 1981.

s/s Gail F. Owens
s/s Thomas Andrew Owens, Jr.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Edna S. Woods, a Notary Public in and for said County and State, the within named Gail Fay Owens, who acknowledged that she executed the foregoing instrument as her voluntary act for the purposes therein contained.

In witness whereof I have hereunto subscribed my name and affixed my official seal this November 6, 1981.

s/s Edna S. Woods
NOTARY PUBLIC

My commission expires 4-18-1982

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Edna S. Woods, a Notary Public in and for said County and State, the within named Thomas Andrew Owens, Jr., who acknowledged that he executed the foregoing instrument as his voluntary act for the purposes therein contained.

In witness whereof I have hereunto subscribed my name and affixed my official seal this November 6, 1981.

s/s Edna S. Woods
NOTARY PUBLIC

My commission expires 4-18-1982

The legal description of the real estate is: BOOK 6122 PAGE 928

Land in Davidson County, Tennessee, a survey of 50 feet of Lot 59 on Maplewood Home Tract of record in Book 421, page 174, Register's Office for said County, and being Lot No. 3 on the unrecorded subdivision of Lots 59 and 60 prepared November 10, 1959, by William Collier Parrish Associates of Nashville.

Said Lot fronts 50 feet on the southeasterly margin of Burrus Street and runs back between parallel lines 22 5 feet to a dead line measuring 50 feet thereon.

It is further ordered that the costs of this cause are adjudged against the defendant.

JUDGE

3/2/82

O. K. FOR ENTRY:

J. B. WATSON, JR., ATTORNEY FOR PLAINTIFF

H 6.9 4 3 5

IDENTIF. REFERENCE

AUG 25 12 29 PM '83

FELIX Z. ... REGISTER
DAVIDSON COUNTY, TN

RUSH

DOCKET NO. 81D-4055 MINUTE BOOK 123A / page 572

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* GAIL FAY OWENS *Plaintiff, and* THOMAS ANDREW OWENS, JR. *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* 10 *day of* August *in the year one thousand nine hundred and* eighty-three *and in the* 208 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By G. Knight, *D. C.*

Form #GR-117