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JUDGE L. ROGER, CLERK

D.C.

IN THE THIRD CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

SHIRLEY ANN COVINGTON
Plaintiff

VS.

ROY VESTAL COVINGTON
Defendant

No. 83D-2355

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FINAL DECREE OF DIVORCE

This cause came to be heard on this 3rd day of October, 1983 before the Honorable Judge of the Third Circuit Court on a Complaint for an absolute divorce alleging Irreconcilable Differences filed by the Plaintiff, a Property Settlement Agreement entered into by and between the parties signed by both parties and notarized, and upon the entire record. From all of the above, the Court is of the opinion that the Plaintiff should be granted an absolute divorce from the Defendant based on Irreconcilable Differences and that she should be restored to all the rights and privileges of an unmarried person. The Court is also of the opinion and affirmatively finds that the Property Settlement Agreement entered into by and between the parties makes a fair and equitable distribution of the property of the marriage and therefore should be made the order of this Court.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the Plaintiff be granted an absolute divorce from the Defendant based on Irreconcilable Differences and that she be restored to all the rights and privileges of an unmarried person.

IT IS FURTHER, ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement entered into by and between the parties be approved by this Court as a fair and equitable distribution of the property of this marriage and made the Order

of this Court, to wit:

PROPERTY SETTLEMENT AGREEMENT

This Property Settlement Agreement is entered into on this 19th day of July 1983 by and between, Shirley Ann Covington, hereinafter referred to as the "Wife", and Roy Vestal Covington, hereinafter referred to as the "Husband", under the following terms and conditions:

W I T N E S S E T H:

WHEREAS, the parties hereto were lawfully married in Nashville, Tennessee on March 3, 1973, and

WHEREAS, there were no children born of this marriage, and

WHEREAS, the Wife has instituted an action for absolute divorce in the Circuit Court of Davidson County, Tennessee, based on Irreconcilable Differences, being Civil Action No. 83D-2355 and

WHEREAS, the parties own certain personal property and real property, and

WHEREAS, full and complete disclosure by the parties having been made, the parties now desire to clarify and make more specific their respective rights in the personal and real property, debts and obligations of this marriage, and

NOW THEREFORE, for and in consideration of the above stated and other good and valuable consideration, the receipt of which is hereby acknowledged, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Except for specific items hereinafter noted, the parties have previously divided their personal property to the satisfaction of both parties, and each party shall own those items now in their respective possession free and clear of any claim of right by the other party.

2. The real property owned by the parties being a

certain dwelling in Davidson County, Tennessee shall be the sole and exclusive property of the Husband free and clear of any claim of right by the Wife. The Husband hereby with this agreement pays to the Wife the sum of five thousand dollars ($5,000.00) via check #226855 drawn on the Nashville City Bank (a cashier's check) and the Wife hereby divest herself of all right title and interest in the below described real property and vest same in the Husband, the property being to wit:

> Property bearing the street address of 911 Goodbar Drive, Nashville, Davidson County, Tennessee.
>
> A certain lot or parcel of land situated, lying and being in the County of Davidson, State of Tennessee, and more particularly described as follows:
> Being Lot No. 54 on the Map of Miro Meadows, as of record in Book 1424, pages 94 and 95, Register's Office of Davidson County.
> Said Lot No. 54 fronts 70 feet on the westerly side of Goodbar Drive and runs back between parallel lines 175 feet to a dead line.
>
> Being the same property conveyed to Roy V. Covington and Wife, Shirley A. Covington, by deed from Bill R. Harris and wife, Belinda M. Harris, of record in Book_____, Page_____ Register's Office of Davidson County, Tennessee.

The Wife, Shirley Ann Covington, for and in consideration of the sum of $5,000.00 hereby divest herself of any and all right, title and interest in the above described real property and vest same in Roy Vestal Covington.

Roy Vestal Covington shall be soley and exclusively responsible for any and all mortgages, liens or other obligations owing on the said property and agrees to hold the Wife harmless for same. The parties agree that the Wife may reside at the said residence pending the entry of a final order in the divorce.

3. The Husband shall receive free and clear of any claim of right by the Wife certain household furnishings, to wit: a bedroom suite which he owned prior to the marriage; the refrigerator and stove; the television console being a color Quasar; the white recliner chair; the sears sterio set and any and all interests he may have in the riding lawnmower. The Wife shall receive and own free and clear of any claim of right by the Husband the following: the Water bed; the larger sterio set; a black and white portable T.V. set; the washer and dryer; and

any other item of household furnishings not specifically above and before mentioned.

4. The Wife shall receive free and clear of any claim of right by the Husband and shall own a certain vehicle, to wit: a 1979 Chevrolet Monte Carlo VIN# Fi4-HUDG3982. The Husband shall own free and clear of claim of right by the Wife a certain vehicle to wit: a 1979 Ford truck VIN# 1Z37J9K433796.

5. All cash in any bank account has previously been divided to the satisfaction of both parties.

6. All debts and obligations in the Husband's name shall be his sole and exclusive responsibility and he agrees to hold the Wife harmless on debts owed to Cain Sloan; Pennys; Master Charge. The Wife shall be soley and exclusively responsible for any and all obligations soley in her name and agrees to hold the Husband harmless for any obligation owing to any such debt including, Medi-Count; Sears; Cotton Patch and Castner Knotts. Each party shall be soley and exclusively responsible for any and all obligations incurred after the signing of this Agreement on this 19th day of July, 1983 at the time indicated below.

7. This Agreement is in full and total consideration of any and all claims either party may have against the other growing out this marriage.

8. The costs of this cause, including Court costs and attorney's fees shall be shared equally between the parties.

WITNESS OUR HANDS, to this Agreement this 19th day July, 1983 in Davidson County, Tennessee. This being the third page of a three page Agreement. We each signify by our respective signatures that we have read this Agreement in its total and agree to every part herein and we each understand that this Agreement constitutes a legal and binding contract and can be made the order of the Court as part of any divorce decree entered.

/s/
Wife, Shirley Ann Covington

/s/
Husband, Roy Vestal Covington

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

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Personally appeared before me, OWEN B. STRATVERT, a Notary Public in Davidson County, Tennessee the said, Roy Vestal Covington and Shirley Ann Covington, both of whom are known personally to me and each acknowledged that they executed the foregoing instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Davidson County, Tennessee on this 19th day of July, 1983. at // P.M. hours.

/s/
OWEN B. STRATVERT

My Commission Expires: / /

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all right, title and interests to the above described real property be divested out of the Plaintiff and same vested in the Defendant, Roy Vestal Covington. This being in accordance with the terms and conditions of the Property Settlement Agreement. The costs of this cause are to be taxed one-half to Defendant and one-half to the Plaintiff. For all of which execution may issue if necessary.

Entered this 3rd day of October, 1983.

JUDGE, THIRD CIRCUIT COURT

Approved for entry:

Dan R Alexander
Dan R. Alexander
Attorney for Plaintiff

Certificate of Service

I certify that a true and exact copy of the foregoing final Order was mailed to the Defendant at 911 Goodbar Dr. Nash TN on this 3rd day of October, 1983.

Dan R Alexander
Dan R. Alexander

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IDENTIF. REFERENCE

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Nov 15 2 17 PM '83

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN

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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* ~~xxxxxxxxxxxx~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Shirley Ann Covington *Plaintiff, and* Roy Vestal Covington *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* 15th *day of* November *in the year one thousand nine hundred and* eighty-three *and in the* 208th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddings, *D. C.*

Form #GR-117