IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 6176 PAGE 289

RICHARD W. PACE )
)
VS. ) NO. 80D-4822
)
DEBORAH KAY (HUDSON) PACE ) Map-25-00 Par-72

FINAL DECREE

This cause came on to be heard on the 27th day of March, 1981, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the Complaint for Absolute Divorce filed by the plaintiff, Richard W. Pace, on the ground of irreconcilable differences. The parties having entered into and signed a Property Settlement Agreement, the case was set on the uncontested docket for trial.

After statement of counsel and testimony of the plaintiff, the Court is of the opinion, and

It is, therefore, ORDERED that the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved, and that Richard W. Pace is granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further the opinion of the Court that the parties have entered into and signed a Property Settlement Agreement as stated as follows:

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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| RICHARD W. PACE | ) | BOOK 6176 PAGE 290 |
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PROPERTY SETTLEMENT AGREEMENT

The parties to this Agreement are Richard W. Pace and Deborah Kay (Hudson) Pace who were married on May 27, 1978, in Nashville, Davidson County, Tennessee, and to which marriage there have been no children born.

The parties have determined that they have irreconcilable differences upon which they cannot reconcile and upon which a divorce should be granted.

The parties have accumulated certain real estate and personal property and the parties have agreed to what each feels under the circumstances is an equitable division thereof. There are also certain indebtednesses upon which the parties have reached an agreement, all of which is subject to the approval of the Court at the final hearing of this cause.

The original Complaint for Absolute Divorce was filed on the 30th day of December, 1980, and has been assigned to the Fourth Circiut Court for trial. The parties understand that the Complaint for Absolute Divorce filed by Richard W. Pace, must have been filed in the Circuit Court Clerk's Office for Davidson County, Tennessee, for a total of sixty days before a motion can be filed to place the case on the docket for final hearing.

The parties have agreed that they do, in fact, have irreconcilable differences and that the plaintiff, Richard W. Pace, may proceed to obtain a divorce, and they have agreed upon all matters hereinafter stated.

The plaintiff, Richard W. Pace, shall hereinafter be referred to as the Husband, and the defendant, Deborah Kay (Hudson) Pace, shall hereinafter be referred to as the Wife.

1. The Husband will obtain an absolute divorce on the ground of irreconcilable differences.



2. The house and lot owned by the parties on Hitt Lane in Goodlettsville, Davidson County, Tennessee, a better description of which will follow, will become the sole property of the Husband. Any and all interest the Wife may have in said real estate will be divested from her and vested in the Husband for his sole and separate use. The Husband further agrees to assume all mortgage indebtedness on said house and lot on Hitt Lane in Goodlettsville, Davidson County, Tennessee. The Wife further agrees to sign a quitclaim deed relinquishing all interest she may have in said house and lot to the Husband.

The description of said house and lot on Hitt Lane in Goodlettsville, Davidson County, Tennessee, is as follows:

> Land in Davidson County, Tennessee, being shown as Tract No. 2 according to a survey by Ralph W. C. Lambert, July 7, 1960, more particularly described as follows:
>
> Beginning in a point, south 76° 52' east 80 feet from a spike on a common corner of the Shane property, formerly John S. Hitts property, continuing on with said Hitt Lane, south 76° 52' east 80 feet to a point; thence leaving the center line of Hitt Lane, North 2° 26' east 613 feet to a point; thence north 72° 38' west 80 feet to an iron pin in the common corner of a 1.1 acre lot; thence with a line between this lot and other lot, south 2° 45' west 619.5 feet, more or less, to the center of Hitt Lane, and the point of beginning, containing 1.1. acres, more or less.
>
> Being the same property conveyed to Darrell Netherton and wife, Glenda C. Netherton by deed from C. Ray Owens and wife, Brenda Carol Owens, of record in Book 4945, page 863, Retister's Office for Davidson County, Tennessee.

3. The Wife shall receive the following items of personal property; Wife's bedroom suite, including bed, dresser, and chest of drawers; the dining room suite, including a table and six chairs and a china cabinet; the vacuum cleaner, a Magnavox television, a Magnavox stereo, a recliner chair, two night stands, two lamps, one picture, a breakfast set which includes a table and two chairs, all contents of the china cabinet. Said specifically itemized list of personal property will not include all items of personal property which the Wife shall retain. She will further retain all items of personal property she had in her possession prior to the parties' marriage, which items the parties have agreed to define specifically. The Wife further will retain all gifts made to her by the Husband, as well as her personal clothing and jewelry,

and other items of the Wife's personal property. The parties hereby acknowledge they have and will agree upon specifics of those particular items without the necessity of specifying each item of personal property in this Agreement.



4. The Husband shall retain all other specific items of household furniture, appliances, cooking utensils, and other personal property located in the house at Hitt Lane, Goodlettsville, Davidson County, Tennessee, with the exception of the specifically enumerated items, gifts, and furniture the Wife had prior to the marriage, and other items of personal property which, as heretofore agreed, will become the sole property of the Wife.

5. The Husband agrees to pay the following debts and hold the Wife harmless for said indebtedness:

a) The first mortgage indebtedness at the Mercantile Mortgage Company;

b) The account at Sears for the balance on the home appliances;

c) Century Finance (Uniway);

d) Nashville Electric Service (insulation);

e) An indebtedness that the parties owe to the Wife's parents and the Husband agrees to satisfy his obligation on said indebtedness to the Wife's parents by paying $750.00 to the Wife at the rate of $50.00 per month commencing thirty days after the divorce proceeding has been heard in Court.

6. The Wife specifically agrees to pay the following indebtedness and hold the Husband harmless for the balance on said indebtednesses:

a) General Motors Acceptance Corporation;

b) Account at Sears for the remaining balance on the vacuum cleaner;

c) Account at Cain Sloan;

d) Master Charge account;

e) Account at Castner Knott Company.

7. The Husband and Wife agree that each shall retain one-half of the Internal Revenue Service tax refund for the calendar year of 1980.

8. All joint checking accounts and savings accounts which

existed at the time of the separation of the parties will be specifically accounted for and divided equally between the parties. 

9. The Husband and Wife have separate credit union savings and each of their respective credit union savings will become the sole property of the Husband and Wife to the exclusion of the other party.

10. Each party specifically agrees to be responsible for payment of their own attorney's fee.

11. The Husband agrees to pay all court cost of this action.

12. It is understood and agreed between the parties that this Agreement shall be introduced in any divorce action prosecuted by either of them and submitted to the Court for ratification and incorporation into the Final Decree of Divorce.

13. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights of the respective parties hereto and is a full discharge of the Husband from all other obligations to support the Wife and a discharge from all other claims arising out of the marital relationship, and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction on the other's property, including without limitation, dower, curtesy, statutory allowances, homestead rights, right to take against the will of the other, inheritance, descent, or distribution, alimony and support, or right to act as administrator or executor of the other's estate, and this Agreement applies to all property now owned by Husband and Wife, or any property that either of them may acquire in the future.

14. It is understood and agreed between the parties that, from the date of execution of this Agreement, neither will contract any indebtedness upon the credit of the other, and that if either shall be compelled to pay any future debts of the other, then the party for whose benefit such payments shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expense if any.

15. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

16. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily and with advice of counsel.

IN WITNESS WHEREOF, the parties have read this instrument and familiarized themselves with its contents, signed, and executed this instrument this 24TH day of MARCH, 1981.

Richard W Pace
RICHARD W. PACE

Sworn to and subscribed before me this 26th day of March, 1981.

Martha C. Vallmer
NOTARY PUBLIC

My Commission Expires: 4-17-83

Deborah Kay (Hudson) Pace
DEBORAH KAY (HUDSON) PACE

Sworn to and subscribed before me this 24 day of March, 1981.

Lamy Smith
NOTARY PUBLIC

My Commission Expires: 7/21/81

The Court finds the above Agreement is proper in all respects, and



It is ORDERED by the Court that the Property Settlement Agreement heretofore entered into by the parties to this cause is in all things ratified, approved, and confirmed by the Court and is made a part of this Decree for all purposes contained herein.

It is further ORDERED that the plaintiff, Richard W. Pace, shall pay all costs of this cause, for which let execution issue if necessary.

ENTERED this ____ day of _____, 1981.

BENSON TRIMBLE, JUDGE

APPROVED FOR ENTRY:

3-27-81

JOE P. BIRKLEY, JR.
Attorney for Plaintiff.

CERTIFICATE

BOOK 6176 PAGE 296

I hereby certify that a true and exact copy of the foregoing Final Decree has been forwarded to Mr. Larry H. Snedeker, Attorney at Law, 12th Floor, First American Center, Nashville, Tennessee 37238 this 27TH day of March, 1981.

JOE P. BINKLEY, JR.

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IDENTIF. REFERENCE

Nov 15 2 21 PM '83

FELIX Z. WHITE, REGISTER
DAVIDSON COUNTY, TN

Date of Order: March 27, 1981
Docket Number 80D-4822 Minute Book 120C, Page 1951

## 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* ~~xxxxxxxxxxxxx~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Richard W. Pace *Plaintiff, and* Deborah Kay (Hudson) Pace *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* _____, *D. C.*

Form #GR-117