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FILED

OCT 27 1983

GEORGE L. BOOKER, Clerk

By _____ Deputy

IN THE SIXTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

Map 128-10
par 58 LM

KATHERINE L. ALLEN,
Wife

V.

HERBERT ALLEN,
Husband

BOOK 5190 PAGE 399

NO. 83D-1749

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TN
DEC 8 9 24 AM '83

IDENTIF. REFERENCE

H 90878

FINAL DECREE

This cause came on to be heard on October 24, 1983, before the Honorable James M. Swiggart, Judge, upon the complaint for absolute divorce filed by Katherine L. Allen in this cause. It appears to the Court that Katherine L. Allen is entitled to a divorce from Herbert Allen on the ground of irreconcilable differences. The Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of their minor child and for the equitable settlement of any property rights between them.

It is therefore ORDERED as follows:

(1) Katherine L. Allen is granted an absolute divorce from Herbert Allen on the ground of irreconcilable differences, and the parties are restored to all the rights and privileges of unmarried persons.

(2) The property settlement agreement executed by the parties on September 30, 1983 and submitted to the Court on October 24, 1983, is hereby approved, incorporated herein by reference, and made the order of the Court.

(3) As set forth in the aforementioned property settlement agreement, the parties' home place located at 226 New Sawyer Brown Road, Nashville, Davidson County, Tennessee, is hereby divested out of Katherine L. Allen and vested solely in Herbert Allen. However, Katherine L. Allen is granted a lien in the amount of

12/08 15.00- CHECK

8035

$15,000.00 against said property, which is more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 85 on the Plan of Stacy Square, Section 3, as of record in Book 4175, Page 154, Register's Office for said County, to which said plan reference is hereby made for a complete legal description. Map 128-10 par 58 LM

Being the same property conveyed to William H. Allen (also known as Herbert Allen) and wife, Katheryn Allen (also known as Katherine L. Allen) by deed from James K. Mullins and wife, Judith U. Mullins, by deed of record in Book 4714, Page 514, said Register's Office.

(4) The costs of this cause are taxed against Herbert Allen, for which execution may issue if necessary.

JUDGE

Dated: Oct. 27th 1983

APPROVED FOR ENTRY:

John M. L. Brown

JOHN M. L. BROWN
Attorney for Wife
932 Stahlman Building
Nashville, Tennessee 37201

Mail

CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing Final Decree has been forwarded by U. S. Mail to Mr. Seth Norman, Attorney for Husband, 213 Third Avenue, North, Nashville, Tennessee, 37201, on this the 25th day of October, 1983.

John M. L. Brown

JOHN M. L. BROWN

FILED

OCT 24 1983

GEORGE L. ROOKER, Clerk

By _____ Deputy

PROPERTY SETTLEMENT AGREEMENT

BOOK 6190 PAGE 401

WHEREAS, Katherine L. Allen ("Wife") has filed an action for absolute divorce against Herbert Allen ("Husband") in the Circuit Court of Davidson County, Tennessee, entitled Katherine L. Allen v. Herbert Allen, Docket No. 83D-1749; and

WHEREAS, these parties have experienced irreconcilable differences in their marriage, and desire to enter into a Property Settlement Agreement and tender same to the Court for approval should a divorce be granted in this cause; and

WHEREAS, both parties are aware of their possessions and obligations to one another and their legal rights;

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

1. Real Property. Wife agrees that all of her right, title, and interest in and to the home property now owned by the parties as tenants by the entireties and known as 226 New Sawyer Brown Road, Nashville, Davidson County, Tennessee, shall be divested out of her and vested solely in Husband. In consideration of Wife's release of her interest to said property, Husband agrees to pay her the sum of $15,000.00. To secure payment of said amount, Husband expressly grants to Wife a lien in the amount of $15,000.00 on the property located at 226 New Sawyer Brown Road, Nashville, Davidson County, Tennessee, which is more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 85 on the Plan of Stacy Square, Section 3, as of record in Book 4175, Page 154, Register's Office for said County, to which said plan reference is hereby made for a complete legal description.

Map 128-10
par 58
LM

Being the same property conveyed to William H. Allen (also known as Herbert Allen) and wife, Katheryn Allen (also known as Katherine L. Allen) by deed from James K. Mullins and wife, Judith U. Mullins, by deed of record in Book 4714, Page 514, said Register's Office.

2. Personal Property. Husband will receive all of the furniture and furnishings in or appurtenant to the parties' residence, except for Wife's clothing and other personal items. Wife will receive the 1976 Pontiac automobile, and Husband will receive the 1968 Camaro automobile and the two Chevrolet trucks. Husband will receive the 42-foot houseboat.

3. Debts and Liabilities. Husband agrees to pay the house note and all utility bills and maintenance bills. Otherwise, the parties have no joint debts. Each party agrees to be responsible for his own debts in the future.

4. Custody and Support. The parties shall have joint custody of the parties' minor child, William Herbert Allen, Jr., age 9, although said child will reside with Wife. Husband agrees to pay to Wife the sum of $50.00 per week as child support.

5. Attorney Fees and Costs. Each party agrees to pay his own attorney's fee, if any, and Husband agrees to pay the court costs in this matter.

6. Full Settlement of Property Rights. This Agreement is intended to settle fully and finally the property rights between the parties, and the parties hereby release each other from all other rights and claims arising out of the marital relationship which are not specifically set forth herein. The parties agree to do all things necessary to carry out the full intent and purpose of this Agreement. The parties agree that this Agreement, if approved by the Court, may be filed in this cause and fully incorporated in any final decree entered therein. If approved by the Court, this agreement is a full and final settlement of the parties' property rights as between each other, and the same is entered into voluntarily by the parties.

IN WITNESS WHEREOF, the parties set their signatures below.

Katherine L. Allen
KATHERINE L. ALLEN

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Sworn to and subscribed before me this 30th day of September, 1983.

Patricia A. Hunter
NOTARY PUBLIC

My commission expires: 10/19/86

Herbert Allen
HERBERT ALLEN

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Sworn to and subscribed before me this 30th day of September, 1983.

Patricia A. Hunter
NOTARY PUBLIC

My commission expires: 10/19/84

83D-1749 October 27, 1983 33C/2368

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* ~~xerox transcript~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* KATHERINE L. ALLEN, *Plaintiff, and* HERBERT ALLEN, *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* eighth *day of* December *in the year one thousand nine hundred and* eighty-three *and in the* two hundred eighth *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

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