135A/231

FILED
1984 FEB 16 AM 9:36
GEORGE L. ROOKER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT
OF DAVIDSON COUNTY, TENNESSEE

HOTACE JOHN HITCHCOCK)
)
VS.) NO. 83D-2759
)
IRENE ILLEANA HITCHCOCK)

Map 150-7
Par. 88 JW

BOOK 5243 PAGE 232

FINAL DECREE

This cause came on to be heard on the 16th day of February, 1984, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the counter-complaint of wife, announcement that husband's original complaint is hereby withdrawn and after testimony of wife, the Court was of the opinion that the allegations in the counter-complaint had been sustained, that is, that the parties have irreconcilable differences. The Court was further of the opinion that the Agreement entered into by and between the parties is affirmatively found to provide for an equitable settlement of the property rights between the parties, is approved and made a part of this Final Decree. It is, therefore,

ORDERED by the Court that wife, Irene Illeana Hitchcock, be and she is hereby granted an absolute divorce and restored to all the rights and privileges of an unmarried person. It is further

ORDERED by the Court that the Agreement entered into by and between the parties is affirmatively found to provide for the equitable settlement of the property rights between the parties which Agreement is made a part of this Final Decree and reads in words and figures as follows:

7763 03/06 18.00- CHECK
106800
IDENTIF. REFERENCE
MAR 6 10 30 AM '84
FEE REGISTER
DAVIDSON COUNTY, TN
RUSH

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

FILED
1984 JAN 26 AM 9:22
GEORGE L. ROOKER, CLERK
D.C.

HORACE JOHN HITCHCOCK	]	
VS.	]	NO. 83D-2759
IRENE ILLEANA HITCHCOCK	]	

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PROPERTY SETTLEMENT AGREEMENT

WHEREAS, HORACE JOHN HITCHCOCK, hereinafter called plaintiff, and IRENE ILLEANA HITCHCOCK, hereinafter called defendant, are married, but have experienced marital difficulties; and

WHEREAS, there is pending in the Fourth Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce filed by the plaintiff against the defendant; and

WHEREAS, the parties desire to enter into an agreement with respect to their property, subject, however, to the approval of the Court, which agreement, upon approval of the Court, would become a part of any final order entered in said cause:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties herein contained, the plaintiff and defendant agree and covenant as follows:

1. The plaintiff shall own all right, title, claim and interest in and to the mutual funds with Shearron-American Express and Merrill Lynch in the approximate amount of $9,000.00, to be his property absolutely.

2. The plaintiff shall own all right, title, claim and interest in and to the 1978 Mercury automobile, to be his property absolutely.

3. The plaintiff shall own all right, title, claim and interest in and to his personal clothing and effects, to be his property absolutely.

4. The defendant shall own all right, title, claim and interest in and to the house and lot located in Davidson County, Tennessee, including the furnishings located therein, said lot being Lot No. 138 on the Plan of The Country Subdivision, Section 4-A, to be her property absolutely, subject to the mortgage payable to Fidelity Federal Savings and Loan Association of Nashville of record in Book 5760, page 324, Register's Office for Davidson County, Tennessee.

5. The defendant shall own all right, title, claim and interest in and to the 1976 Granada automobile, to be her property absolutely.

6. The defendant shall own all right, title, claim and interest in and to the treasury bills in the approximate amount of $60,000.00 and any other checking and savings accounts owned by the parties, with the exception of the mutual funds heretofore referred to in this agreement.

7. The plaintiff shall pay to the defendant the sum of $1,200.00 per month as alimony, beginning December 15, 1983.

8. Each party will pay their respective attorneys' fees in this cause.

9. The plaintiff will pay the court costs in this cause.

In consideration of this agreement, plaintiff and defendant hereby release one another, their heirs, executors, administrators and assigns, and their property and estate, from any and all rights of every kind and character for past and future support and maintenance, homestead rights, dower rights, curtesy, inheritance, dissent, distribution, alimony, rights of election against the other's will, and from all other rights, claims, demands and obligations of every kind and character, arising out of or by virtue of the marital relation of the parties, except as expressly provided for in this agreement, and each party is forever barred from having or asserting any such right, claim, demand or obligation at any time hereafter for any purpose except that the parties may assert all right that is given under this agreement.

This agreement shall be exhibited to the Court at the final hearing of this cause, and shall be incorporated in the decree of the Court in said case.

This agreement shall be effective when and to the extent it is approved by the Court.

This 9th day of December, 1983.

Horace John Hitchcock
HORACE JOHN HITCHCOCK
Plaintiff

Wm. G. Wilkinson
WM. G. WILKINSON
Attorney for Plaintiff

Irene Illeana Hitchcock
IRENE ILLEANA HITCHCOCK
Defendant

Jack A. Butler
JACK A. BUTLER
Attorney for Defendant

STATE OF TENNESSEE

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COUNTY OF DAVIDSON

Personally appeared before me, a notary public in and for said county and state, the within named IRENE ILLEANA HITCHCOCK, who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal this 12th day of December, 1983.

Sam L Hazlewood
NOTARY PUBLIC

My Commission Expires: 1-22-84

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a notary public in and for said county and state, the within named HORACE JOHN HITCHCOCK, who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal this 12th day of December, 1983.

Sam L Hazlewood
NOTARY PUBLIC

My Commission Expires: 1-22-84

It is further ORDERED by the Court that the real property heretofore referred to and now vested in wife, Irene T. Hitchcock, to be hers absolutely is described in words and figures as follows:

BEING Lot No. 138 on the Plan of The Country Subdivision, Section 4-A of record in Book 5200, pages 138 and 139, Register's Office for Davidson County, Tennessee.

SAID Lot No. 138 fronts a total of 79.54 feet on the northwesterly side of Country Way Court and runs back 133.99 feet on the southwesterly line and 111.45 feet on the northeasterly line to a line in the rear which measures 96.0 feet thereon.

BEING the same property conveyed to Horace J. Hitchcock and wife, Irene T. Hitchcock, by deed from Randall Phillips Builders, Inc., of record in Book 5769, pages 321, Register's Office for Davidson County, Tennessee.

ENTER this 16th day of February, 1984.

JUDGE

APPROVED FOR ENTRY:

JACK A. BUTLER
Attorney for Counter-Complainant

WILLIAM G. WILKINSON
Attorney for Counter-Defendant

CERTIFICATE OF SERVICE

I hereby certify that I have mailed an exact copy of the foregoing pleading to William G. Wilkinson, Attorney, 108 South Main Street, P. O. Box 125, Ashland City, Tennessee 37015 this 16 day of February, 1984.

JACK A. BUTLER

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02-16-84 83D-2759 135A/231

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 correct* ~~*transcript*~~ True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Hotage John Hitchcock *Plaintiff, and* Irene Illeana Hitchcock *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* 5th. *day of* March *in the year one thousand nine hundred and* Eighty-Four *and in the* 208th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D Tucker, *D. C.*

Form #GR-117