1981

IN THE SIXTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

Clerk

Deputy

JEANIE MARIE (MITCHELL) MARTIN)
)
VS.) NO. 80 D-4090
)
JOHN DOUGLAS MARTIN)

BOOK 6249 PAGE 812

Map- 133-11-A Par. 11

F I N A L D E C R E E

This cause came on to be heard this 2nd day of March, 1981 before the Honorable James Swiggart, Judge, upon the original complaint, personal service of process, property settlement agreement submitted to the Court, testimony heard in open Court and upon the entire record, from all of which it appears to the satisfaction of the Court that the allegations of the original complaint have been sustained by the proof. The parties have encountered certain irreconcilable differences within their marriage and that the plaintiff is entitled to a divorce. It further appears to the Court that the property settlement agreement executed by the parties is just and proper and the same is hereby approved and ratified by the Court.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the plaintiff be and hereby is awarded an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person including her maiden name, Jeanie Marie Mitchell.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all of the plaintiff's right, title and interest in and to the following described real estate be and hereby is divested out of the plaintiff and into the defendant in fee simple absolute. Said property located at 500 Paragon Mills Road, Apartment B-5, Nashville, Tennessee 37211, is described as follows:

Unit No. B-5 of Canterbury Hall Condominium, a Condominium of horizontal property regime established by Master Deed of record in Book 5440, page 255, Register's Office for Davidson County, Tennessee, as amended by Amendment to Master Deed of record in Book 5441, page 819, said Register's Office, and shown on a Plan of record in Book 5200, page 159, said Register's Office.

03/15 12.00- CASH

365

MINUTES, MARCH ELEVENTH, 1981

Together with each and all of the rights, privileges, and appurtenances thereunto belonging, as set forth in the said Master Deed (and By-Laws which are an exhibit thereto), including without limitation such Unit's undivided percentage interest in the land and common elements reflected in said Master Deed and Plan.

Subject, however, to all of the provisions, conditions, restrictions, burdens and undertakings contained in the said Plan, Master Deed and By-Laws, all of which the Grantee does assue and agree to observe and perform, including, but not limited to, the payment of assessments.

BEING part of the same property conveyed to Canterbury Hall Associates, a partnership composed of Mark S. Richardson, Jr. and Joe D. Williams, by deed from Willie K. Davis, Trustee, with full power to bargain, sell, convey and/or encumber without the joinder of any beneficiary, of record in Book 5337, page 413, said Register's Office, the partnership interests of Mark S. Richardson, Jr., and Joe D. Williams having since been assigned to Kingsbury Enterprises, Inc., Chalamel Corporation, Chickering Development Company, and Jenson Corporation.

BEING the same property conveyed to Mr. and Mrs. John Douglas Martin by Special Warranty Deed of record in Book 5506, page 46, of said Register's Office.

The costs of this cause shall be taxed equally between the parties, for all of which execution will issue, if necessary.

ENTER, this 11th day of March, 1981.

JUDGE

APPROVED FOR ENTRY:

DAVID C. RUTHERFORD
Attorney for defendant
306 Nashville City Bank Bldg.
Nashville, Tennessee 37201

CERTIFICATE

I, the undersigned, certify that a copy of the foregoing decree has been forwarded to the attorney for the plaintiff, Mr. G. Howard Doty, Stahlman Building, Nashville, Tennessee 37201, this 6 day of March, 1981.

IN THE SIXTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

JEANIE MARIE (MITCHELL) MARTIN)
)
vs.) NO. 80 D-4090
)
JOHN DOUGLAS MARTIN)

FILED
MAR 2 1981
GEORGE [illegible], Clerk
By [illegible] Deputy

PROPERTY SETTLEMENT AGREEMENT

BOOK 6249 PAGE 814

WHEREAS, certain difficulties have arisen between Jeanie Marie Martin and her husband, John Douglas Martin, relative to their marital relations, and

WHEREAS, the parties have been and now are living separate and apart and have no expectation of resuming marital relations, and

WHEREAS, there appears no possibility of a reconciliation between the parties and it has now been determined that it is impossible for the parties to live happily in a marital state and Jeanie Martin has filed a Bill for an absolute divorce in the Sixth Circuit Court of Davidson County, Tennessee and John Martin has filed his answer and this matter has been set for trial on March 2nd, 1981.

WHEREAS, the parties desire to enter into a property settlement agreement at this time.

NOW, THEREFORE, for the consideration as herein set out, the parties do enter into this property settlement agreement on this the 2nd day of March, 1981 to settle all disputes to all respective property rights. It is specifically understood and agreed by both parties hereto and they have been so advised that any property settlement entered into by and between them is made subject to the approval and ratification of the Court, in the event the Court should see fit to grant the divorce at the hearing of this cause. In the event of such approval and ratification by the Court, the same may be incorporated within the Decree.

NOW, THEREFORE, the parties agree as follows:

It is agreed and understood between the parties that all personal property of the parties has already been divided and all personal property presently in the hands of the Plaintiff shall be hers absolute and all personal property presently in the hands of the Defendant shall be his absolute, including all bank accounts already transferred or received.

It is agreed and understood between the parties that all title rights and inte[illegible]t that Jeanie Marie Martin may have in their condominium locatedaat 500 Paragon Mills Road # B-5 Nashville, TN 37211 to be divested out of her name and vested solely in the name of John Douglas Martin along with his rightful interest and that in consideration of this John Douglas Martin will pay directly to Jeanie Marie Martin the sum of $4,100.00.

It is further the agreement of this party that the intent of this is to create a fe

simple estate in this condominium in the name of John Douglas Martin.

Further it is agreed that this agreement may be submitted for the approval of the Court and made a part of the Final Decree.

The procisions of this agreement and their legal effect have been fully explained to the parties and each party acknowledges that the agreement is fair and equitable, that it is being entered into voluntarily and that it is not the result of any duress of undue influence.

IN WITNESS THEREOF, the parties have executed this agreement in duplicate, on this the 2nd day of March, 1981.

Jeanie Marie Martin

JEANIE MARIE MARTIN - PLAINTIFF

G. Howard Doty

G. HOWARD DOTY, ATTY FOR PLAINTIFF

John D. Martin

JOHN DOUGLAS MARTIN

David C. Rutherford

DAVID C. RUTHERFORD, ATTY FOR DEFENDANT

FILED
MAR 19 1 00 PM 1981
FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN

IDENTIF. REFERENCE

108987

Docket Number 80D-4090 Minute Book 28B, Page 1180

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* Jeanie Marie (Mitchell) Martin *Plaintiff, and* John Douglas Martin *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* 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. C.*

Form #GR-117