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GEORGE L. ROGERS, CLERK

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

L. Lewis D.C.

DEBORAH LYNN EZZELL)
)
) BOOK 6254 PAGE 76
VS.) FILE NO. 83D-3345
)
) Map 117-4
DAVID BROOKS EZZELL) Par 345 Is

FINAL DECREE

This cause came on to be heard on the 9th day of Janury, 1984, before the Honorable Joe C. Loser, Jr., Judge, of the Third Circuit Court for Davidson County, Tennessee, upon Plaintiff's Complaint for Absolute Divorce, testimony of Plaintiff, statements of counsel, and the entire record in this cause, from all of which it appears to the Court that the parties have experienced irreconcilable differences, and that a divorce should be granted to the parties.

It is therefore, ORDERED, ADJUDGED and DECREED that the bonds of matrimony existing between the parties be and the same hereby are forever dissolved, and the Plaintiff is awarded an absolute divorce from the Defendant and restored to all the rights and privileges of an unmarried person.

The Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties, and therefore, it is further ORDERED, ADJUDGED and DECREED, that the Property Settlement Agreement entered into between the parties and heretofore filed with this Court be and the same is hereby approved, and made a part of this Final Decree of Divorce, by reference, as though copied verbatim herein.

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause shall be, and are hereby, taxed against the Plaintiff.

It is further ORDERED, ADJUDGED and DECREED that the Plaintiff be restored the use of her maiden name, Fox.

It is finally ORDERED, ADJUDGED and DECREED that execution may issue to enforce any of the provisions of this Decree.

ENTERED, this the 12th day of March, 1984.

JUDGE

APPROVED FOR ENTRY:

LAW OFFICES OF BART DURHAM

W. DOUGLASS LOVE
Attorney for Plaintiff
1712 Parkway Towers
Nashville, Tennessee 37219
(615)242-9000

CERTIFICATE OF SERVICE

I hereby certify that I have forwarded a copy of the foregoing Final Decree to the Defendant at his last known address on this the 7th day of March, 1984.

W. DOUGLASS LOVE

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GEORGE L. ROOKER, CLERK

PROPERTY SETTLEMENT AGREEMENT

This Agreement is entered into between DEBORAH LYNN EZZELL and DAVID BROOKS EZZELL, whose names appear sworn to below, in a divorce action being filed simultaneously herewith in the Circuit Court of Davidson County, Tennessee, on the grounds of irreconcilable differences.

It is the decision of the parties to amicably settle their differences with respect to all property rights. They have mutually agreed that each party will keep his or her own personal property and they have made a satisfactory settlement as to the ownership of all such personal property.

The parties acknowledge that they own a house and lot as tenants by the entirety located at 1846 Primrose Avenue, Nashville, Tennessee 37212, said property being more fully described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 2, Block "A" on the plan of Belmont Terrace, Annex No. 4, of record in Book 974, page 97, Register's Office for said County.
>
> SAID Lot No. 2 fronts 70.0 feet on the northerly margin of Primrose Avenue and extends back 163.4 feet on the easterly line and 159.8 feet on the westerly line to an alley in the rear, measuring 80.0 feet thereon.
>
> BEING the same property conveyed to James E. Wilson and wife, Anna C. Wilson by deed from Charles W. Sutherland and wife, Barbara S. Sutherland of record in Book 4378, page 200, Register's Office for Davidson County, Tennessee.

The parties have agreed to continue to own said property jointly as tenants in common after the granting of the divorce contemplated herein with the Wife to receive her share of the equity no later than five (5) years from the date of the granting of the Final Decree of Divorce or at any time prior to that time by the agreement of the parties. The equity interest of each party is to be one-half of the equity on the date of the granting of the Final Decree of Divorce and thereafter to be pro-rated on the basis of the amount of payments made by each party on the first

and second mortgages. Each party further agrees not to encumber their interest in and to said real property without the express written consent of the other party. Until such time as the real property is sold, Husband shall have the right of possession of said property and shall be responsible for the first mortgage owing thereon to the Mortgage Corporation of the South and shall indemnify and hold Wife harmless therefrom. Wife hereby agrees to be responsible for the second mortgage owing to Metropolitan Federal Savings and Loan Association and to indemnify and hold Husband harmless therefrom. Husband shall be responsible for all insurance, taxes and maintenance on said real property until such time as it is sold.

Wife shall be entitled to the property on the attached list which is presently located at the marital residence. All remaining household furniture and furnishings shall be the property of the Husband.

The parties acknowledge that certain joint debts remain of the marriage. Husband hereby agrees to be responsible for the first mortgage payments on the real property as heretofore set out and the balance due to GECC and to indemnify and hold Wife harmless therefrom. Wife hereby agrees to be responsible for the second mortgage on the real property as heretofore set out and the debts owed to Visa and Draper Jewelers and to indemnify and hold Husband harmless therefrom. The parties have decided to share equally the joint debt to First American National Bank. Except as set forth herein, each party will be responsible for his or her own debts and each party is aware of the debts for which he or she is responsible. Each party further agrees to place no further charges to the account of the other party.

All right, title and interest in and to the 1976 Toyota automobile presently titled to Husband shall be the sole property

of the Wife and she hereby agrees to be responsible for the indebtedness owing thereon and to indemnify and hold Husband harmless therefrom. Husband hereby agrees to execute any documents necessary to transfer title to Wife as set forth herein.

Wife hereby agrees to be responsible for all Court costs incurred in this action.

This Agreement constitutes the full and complete understanding of the parties hereto relative to all matters of the division of all marital property and is executed on the day and date written below, and a copy of same is being retained by each party.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Deborah Lynn Ezzell
DEBORAH LYNN EZZELL

Sworn to and subscribed before me,
this 9th day of September, 1983.

Karen W. Yates
Notary Public

My commission expires: 2-27-84

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

David B. Ezzell
DAVID BROOKS EZZELL

Sworn to and subscribed before me,
this 9th day of September, 1983.

Karen W. Yates
Notary Public

My commission expires: 2-27-84

1920 (illegible)

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IDENTIF. REFERENCE

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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* true copy ~~xxxxxxxxxxxxxx~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Deborah Lynn Ezzell *Plaintiff, and* David Brooks Ezzell *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* 21st *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 P. McGuire, *D. C.*

Form #GR-117