L 1-1-18

364/436

BOOK 7

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

BOOK 5267 PAGE 193

PAULA SUE HODGES )
)
)
)
vs. ) NO. 90927
)
)
)
JERRY EARL HODGES )

FILED
APR 9 2 53 PM '84
DAVIDSON COUNTY
TN

IDENTIFICATION REFERENCE

I 14386

FINAL DECREE

This cause came on to be heard on the ____ day of _____, 1978, before the Honorable Stephen North, Judge, upon plaintiff's Petition for Absolute Divorce, alleging irreconcilable differences as a ground for divorce; upon the Property Settlement Agreement, which provides for the division of the parties' respective rights and interest in all jointly-owned property, and the apportionment of the parties' debts; upon all of the pleadings; upon the affidavit of plaintiff and the statements of counsel; and upon the entire record, from all of which the Court finds that the allegations of plaintiff's Petition for Divorce are sustained by the proof in that there exist such irreconcilable differences between the parties as would render further cohabitation unsafe and improper and that plaintiff is entitled to an absolute divorce on these grounds; that the Property Settlement Agreement heretofore executed by the parties is a fair and complete apportionment of the marital property, and for payment of the parties' debts, and should be approved; and that the ninety-day waiting period, as required by statute, has elapsed.

It is therefore, ORDERED, ADJUDGED AND DECREED that plaintiff be, and is hereby, awarded an absolute divorce from defendant and that she be restored to all the rights and privileges of an unmarried person.

The original Property Settlement Agreement is hereby approved by the Court and each and every provision of said Agreement is hereby made the decree of the Court. The Property Settlement Agreement is in words and figures as follows:

Return to
Saturn & Mazer, Attys

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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PAULA SUE HODGES )
)
)
VS ) NO. 90927
)
)
JERRY EARL HODGES )

PROPERTY SETTLEMENT AGREEMENT

This Agreement made and entered into by and between Paula Sue Hodges, a citizen and resident of Sumner County, Tennessee, hereinafter referred to as "Wife"; and Jerry Earl Hodges, a citizen and resident of Davidson County, Tennessee, hereinafter referred to as "Husband":

WITNESSETH:

WHEREAS, the parties hereto have been married approximately six years, and have been unable to resolve their marital difficulties; and

WHEREAS, the parties have no minor children; and

WHEREAS, the parties desire to enter into this agreement for the purposes of establishing and resolving all property rights as between themselves;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings more fully set forth, and for other good and valuable considerations, the parties agree as follows:

1. The Wife shall receive all right, title and interest in and to the following household items: Maple Chest, piano, bicycle, rocking chair, antique .22 rifle, sewing machine, hall tree, kitchen utensils given to Wife by mother, a Tiffany light fixture, personal clothing and effects.

2. The Wife shall receive all right, title and interest in and to the 1977 Jeep CJ5 automobile now owned by her and Wife shall hold husband harmless for all debts owing thereon.

3. The Husband shall receive all right, title and interest in and to all furniture, furnishings, appliances and utensils not specifically excluded in paragraph (1).



4. The Husband shall receive all right, title and interest in and to the Jeep Scout now owned by him and hold the Wife harmless for any obligation or debt owing thereon.

5. The parties currently own jointly certain real estate, being a house and lot at 4706 Drewey Drive, Antioch, Tennessee. Husband shall receive all right, title and interest in and to said real estate and the Wife shall quit claim her interest in said property to the Husband. The Husband shall hold the Wife harmless for any indebtedness against the property, whether jointly or individually.

6. There are no debts existing which were entered into prior to the date of separation, except for the real estate mortgage, and each party shall be solely responsible for those debts incurred after the date of separation in June, 1976.

7. The Wife shall pay all costs of any legal action to secure a divorce, including attorney's fees and court costs.

8. The wife's maiden name of Mitchell shall be restored.

9. It is further understood and agreed by and between the parties that this property settlement agreement is entered into without any undue influence, fraud, collusion or misrepresentation or any other reason not herein stated. Provisions of this agreement and their legal effect have been fully explained to each of the parties and each of the parties acknowledge that this agreement is fair and equitable and that it is being entered into voluntarily, and it is a full settlement of all property rights between the parties.

This instrument executed in duplicate on this 10 day of March, 1978.

Paula Sue Hodges
PAULA SUE HODGES

Jerry Earl Hodges
JERRY EARL HODGES

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Paula Sue Hodges, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

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Vicki Y. Santiago
Notary Public

My Commission Expires:
11-4-98

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Jerry Earl Hodges, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Ramon E. Womack
Notary Public

My Commission Expires:
June 19, 1987

It is further ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be paid by plaintiff.

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

Witness my hand this the 7 day of July, 1978.

STEPHEN NORTH, Judge

APPROVED FOR ENTRY:

STEWART, BLACK, AYERS,
BUCHANAN & MATHIESEN

BY: Ronald B. Buchanan
Ronald B. Buchanan
Attorney for Paula Sue Hodges

CERTIFICATION

This is to certify that a copy of the foregoing Final Decree has been served upon Jerry Earl Hodges at 4706 Drewey Drive, Antioch, Tennessee 37013 by United States mail on this 7 day of July, 1978.

Ronald B. Buchanan
Ronald B. Buchanan

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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 *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* PAULA SUE HODGES *Plaintiff, and* JERRY EARL HODGES *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* 26 *day of* September *in the year one thousand nine hundred and* eighty-three *and in the* 208 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

*By* [signature] *, D. C.*

Form #GR-117