Map 74-8
Par 42

131A/446

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
JUL 12 AM 11:57
ANNE L. PARKER, CLERK
D.C.

DOROTHY DEAN PEEK JOHNSON)
vs.) No. 83D-1097
OLLIE WILBUR JOHNSON)

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FINAL DECREE

This cause came on to be heard on the 5th day of July, 1983, before the Honorable Muriel Robinson, Judge, upon the original petition for Absolute Divorce filed by the Complainant, personal services of process being waived, submission to the Court for approval of a property settlement agreement heretofore entered into by and between the parties, testimony of the Complainant, statement of counsel and from the entire record in this cause. From all of which it appears to the Court that these parties have suffered irreconcilable differences pursuant to T.C.A. §36-801, et seq., as amended 1977. It is therefore

ORDERED and ADJUDGED by the Court that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved and the Complainant, Dorothy Dean Peek Johnson, is granted an Absolute Divorce from the Defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED and ADJUDGED by the Court and 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, which agreement is incorporated as follows:

I 2 6 0 3 8

IDENTIF. REFERENCE

JUN 1 10 35 AM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

1303 06/01 13.03- CHECK

FILED

1983 APR 12 AM 9:39

ELAINE L. HUDDLESTON, CLERK

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Circuit Court for Davidson County, Tennessee a petition for absolute divorce filed by DOROTHY DEAN PEEK JOHNSON, hereinafter ~~referred to as "Wife"~~ M.B. D.C. against OLLIE WILBUR JOHNSON, hereinafter referred to as "Husband", under Docket No. 83D-1097, and

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WHEREAS, these parties are presently living separate and apart and desire to enter into a property settlement agreement and tender same to the Court for approval in the event a decree of divorce is granted in this cause, and

WHEREAS, both these parties have been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

(1) CONSIDERATION: The consideration for this agreement is the mutual promises and agreements herein contained.

(2) NO INTERFERENCE: Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

(3) TAX EXEMPT STATUS: This agreement is a transfer of appreciated property between spouses in connection with a divorce and is not a sale or exchange or other disposition, but is a division of property by co-owners.

(4) TRIAL: Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

(5) REAL PROPERTY: The house and lot located at 7027 Bonnavent Drive, Hermitage, Davidson County, Tennessee shall be awarded to the Wife. Husband shall have the exclusive right to remain in said house until his death and it shall be his responsibility to pay the monthly mortgage notes so long as he resides there.

(6) PERSONAL PROPERTY: All of the household furniture and furnishings shall be awarded as the exclusive property of the Wife.

(7) AUTOMOBILES: The 1974 Chevrolet Impala automobile shall be awarded to the Wife and the 1976 Ford Granada automobile shall be awarded to the Husband.

(8) ATTORNEY FEES AND COSTS: Wife shall be responsible for the payment of all attorney fees and court costs in this cause.

(9) VOLUNTARY ACCEPTANCE: The provisions of this Agreement and their legal effect have been fully explained to the parties by their respective counsel 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 or undue influence.

(10) ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

(11) ADDITIONAL INSTRUMENTS: Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing hereof and that they have signed same voluntarily.

WITNESS OUR HANDS, this 16 day of Feb, 1983 as to the Wife, and the 16 day of Feb., 1983 as to the Husband.

Dorothy D. Johnson
WIFE

Ollie W. Johnson
HUSBAND

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, the within named DOROTHY DEAN PEEK JOHNSON, who made oath that she executed the foregoing agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 16 day of Feb., 1983.

NOTARY PUBLIC

My C. E. 1-18-87

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, the within named OLLIE WILBUR JOHNSON, who made oath that he executed the foregoing agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 16 day of Feb., 1983.

NOTARY PUBLIC

My C. E. 1-18-87

It is further ORDERED and ADJUDGED by the Court that all right, title, and interest which the Defendant, Ollie Wilbur Johnson, has in and to the real property of the parties located at 7027 Bonnavent Drive, Hermitage, Davidson County, Tennessee, more specifically described as follows:

> Being Lot No. 791 on the Plan of Hermitage Hills Subdivision, Section VII, of record in Book 3300, pages 62 and 63, Register's Office for said County, as follows:
>
> Said Lot No. 791 fronts 87.0 feet on the westerly side of Bonnavent Drive and extends back between lines, 150.0 feet on the northerly line and 152.72 feet on the southerly line to a dead line measuring 72.25 feet thereon.
>
> Being the same property conveyed to Michael E. Murray & Wife Vicki T. Murray by deed from Elvis E. Hamrick & Lois Hamrick as tenants in common, of record in Deed Book 4334 page 717 R.O.D.C. Tennessee.
>
> It is agreed and understood that the herein named grantee will assume and agree to pay a first mortgage on siad property as of record in Book 3756, Page 445 said Register Office.
>
> This conveyance is made subject to any restrictive convenants on the said property and to all applicable metropolitan planning and zoning regulations.

shall be divested out of him and the sole and exclusive ownership in said property, shall be vested in the Complainant, Dorothy Dean Peek Johnson, in fee simple absolute ownership, subject to the terms of the property settlement agreement which allows the Defendant to remain in said home until his death, and it being his further responsibility to pay the monthly mortgage notes so long as he resides there.

The cost of this cause are taxed against the Complainant for all of which execution may issue if necessary.

Marcel Robinson
JUDGE
7-12-83

JACKSON, TANNER & REYNOLDS

Robert L. Jackson
ROBERT L. JACKSON
SOLICITOR FOR COMPLAINANT
216 Third Avenue, North
Nashville, TN 37201
615-256-2694

CERTIFICATE OF SERVICE

I certify that a copy of this Decree has been mailed to the defendant, Ollie Wilbur Johnson, 7027 Bonnavent Drive, Hermitage, TN 37076, by U.S. Mail, postage paid, this the 8th day of July, 1983.

Robert L. Jack

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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* Dorothy Dean Peek Johnson *Plaintiff, and* Ollie Wilbur Johnson *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* 25th *day of* May *in the year one thousand nine hundred and* Eighty-Four *and in the* 208th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Virginia Harris, *D. C.*

Form #GR-117