IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

WILLIAM ROBERT DUNCAN)
)
Plaintiff,)
)
vs.)
)
SUE CAROL DUNCAN)
)
Defendant.)

BOOK 6312 PAGE 338

NO. 83D - 1211

FINAL DECREE

This cause came to be heard on the 18th day of July, 1983, upon the plaintiff's Complaint for Absolute Divorce, the parties having entered into a written and notarized Settlement Agreement, the testimony of the plaintiff, and upon the entire record; from all of which it is found by the Court that the plaintiff is entitled to an Absolute Divorce on the grounds of irreconcilable differences as provided for in T.C.A. §36-801 (II).

The Court further finds that the parties have made adequate and sufficient provision by written agreement for the settlement of any property rights between the parties, and for the care, custody and maintenance of the minor children born to the parties, if any, and more specifically, the terms of that Agreement are as follows:

I 2 8 0 5 7
IDENTIF. REFERENCE
JUN 11 9 20 AM '84
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
RUSH

FILED

'83 APR 19 PM 1:25

IN THE _____ CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CLERK & MASTER, TENN.

WILLIAM ROBERT DUNCAN) MB D.C.
vs.) NO. 830-1211
SUE CAROL DUNCAN)

BOOK 6312 PAGE 339

PROPERTY SETTLEMENT AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants, promises, and undertakings hereinafter more fully set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, THIS AGREEMENT is made and entered into this 14th day of April, 1983, by and between WILLIAM ROBERT DUNCAN, hereinafter referred to as "Husband", and SUE CAROL DUNCAN, hereinafter referred to as "Wife", for the purpose of defining certain rights and privileges and transferring certain properties, effective now and on the date an Absolute Divorce is granted. THEREFORE, with the understanding that this Settlement Agreement will be used in a Circuit Court Divorce action, Docket No 830-1211, the parties do agree as hereinbelow set out:

1. The only real property in which the parties hold a joint interest is a house and lot located at 2977 Brantley Drive, Davidson County, Antioch, Tennessee, 37013. With regard to said real property, the parties agree as follows:

(a) The Husband shall have all right, title and interest in and to said real property.

(b) The Husband shall be solely responsible for all mortgages secured thereby, including taxes and insurance, and also maintenance and upkeep, and he shall hold the Wife harmless therefrom.

(c) The Husband shall pay directly to the Wife the lump sum of $2,000.00 at the time of her departure from said real property.

(d) Both parties hereby agree to sign any documents

necessary in order to effectuate the provisions herein.

2. The Husband shall have all right, title and interest in and to the vehcile currently titled in his name; and he shall be solely responsible for the timely repayment of a joint debt in favor of Ford Motor Credit, and he shall hold the Wife harmless therefrom.

3. All interest in any other tangible personal property owned by the parties and now in the possession of the Husband is hereby divested out of the Wife and vested solely in the Husband; and all interest in any tangible personal property owned by the parties and now in the possession of the Wife is hereby divested out of the Husband and vested solely in the Wife.

4. The Husband hereby agrees to be solely responsible for the timely repayment of joint debts in favor of J.C. Penny, with an approimate current balance of $1,200.00; and Cain Sloan, with an approximate current balance of $200.00. The Husband shall hold the Wife harmless from liability for repayment of said joint debts.

5. The Wife shall be solely responsible for the timely repayment of a debt in the Husband's name in favor of Encyclopedia Britanica, with an approximate current balance of $600.00. The Wife shall retain possession of the encyclopedias.

6. The parties hereby agree that, except as herein described, each party shall be solely responsible for the timely repayment of any loans, debts or accounts incurred in his or her own name, both prior to the signing of this Agreement and thereafter.

7. The Wife shall restore the use of her previous married name, namely: Sue Carol Montgomery.

8. Both parties hereby agree that by signing this

Agreement, they accept service of process and submit themselves to the jurisdiction of the Circuit Court for Davidson County, Tennessee.

9. It is mutually understood and agreed by and between the parties hereto that this is a complete and final Property Settlement Agreement between them; and that in the event a divorce is granted, neither of them will ever hereafter have any property claims whatsoever against the other.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

William Robert Duncan
WILLIAM ROBERT DUNCAN

Sue Carol Duncan
SUE CAROL DUNCAN

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, a Notary Public in and for said State and County, WILLIAM ROBERT DUNCAN, with whom I am personally acquainted, and who acknowledged to me that he signed the within PROPERTY SETTLEMENT AGREEMENT as his free act and deed for the purposes therein contained, this 14 day of April, 1983.

NOTARY PUBLIC

My commission expires: February 22, 1984

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, a Notary Public in and for said State and County, SUE CAROL DUNCAN, with whom I am personally acquainted, and who acknowledged to me that she signed the within PROPERTY SETTLEMENT AGREEMENT as her free act and deed for the purposes therein contained, this 14 day of April, 1983.

NOTARY PUBLIC

My commission expires: February 22, 1984

IT IS, THEREFORE, ORDERED that the plaintiff is hereby awarded an Absolute Divorce, that the parties' Settlement Agreement is ratified and made a part of this Final Decree; that the costs of this cause be assessed against the plaintiff; and that each party be restored to all the rights and privileges of an unmarried person, including restoration of the Wife's previous married name, namely: Sue Carol Montgomery.

IT IS, FURTHER, ORDERED that the real property located at 2977 Brantly Drive, Antioch, Davidson County, Tennessee, 37013, is hereby divested from the wife and vested solely in the husband. Said property is more specifically described in words and figures as follows:

BEING Lot No. 85 on the Plan of the Resubdivision of Reserve Parcel 34, PERCY PRIEST MEADOWS, Section I, which is of record in Plat Book 4885, Page 1, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to BOBBY WAYNE BYRAM and wife JUDY PIRKLE BYRAM, by deed of record in Book 5658, Page 18, Register's Office for Davidson County, Tennessee.

IT IS understood and agreed that part of the consideration for transfer of this property is the agreement of the Grantees to assume the unpaid balance of a note secured by a first mortgage Deed of Trust of record in Book 5488, Page 739, of the Register's Office for Davidson County, Tennessee to THE KISSELL COMPANY

THE existing escorw account and hazard insurance policy is hereby transferred with this conveyance to the Grantees herein.

THIS conveyance is subject to restrictions of record in Book 4815, Page 647, Register's Office for Davidson County, Tennessee

THIS conveyance is subject to any and all existing easements of record

For all of which execution may issue as necessary.

ENTER, this 25th day of July, 1983.

Muriel Robinson

MURIEL ROBINSON
Judge, Fourth Circuit Court

SUBMITTED FOR ENTRY:

DAVID A. HARRELSON
Attorney for Plaintiff
2108 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
Telephone: 615/244-7706

BOOK 6312 PAGE 344

CERTIFICATE OF SERVICE

I, DAVID A. HARRELSON, do hereby certify that a true and exact copy of the foregoing has been furnished by U. S. Mail, postage pre-paid
To: Sue Carol Duncan

This Date: July 22, 1983

DAVID A. HARRELSON

83D-1211 Minute Book: 131B Page 1056 7-25-83

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* William Robert Duncan *Plaintiff, and* Sue Carol Duncan *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* 11th *day of* June *in the year one thousand nine hundred and* eighty-four *and in the* 208th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*
By Priscilla McGuire

Form #GR-117