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GEORGE L. BOOKER, CLERK

D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JANIS BURTON SMITH HAVENS,

Plaintiff,

VS.

BARRY DEWITT HAVENS,

Defendant.

NO. 84D-854

Map 131-F Parcel No. 185 Id DA-17259

Map 117-16 Parcel No. 12365

FINAL DECREE OF DIVORCE

BOOK 6327 PAGE 991

This cause came on to be heard on the 18th day of June, 1984, before the Honorable Muriel Robinson upon the original complaint for absolute divorce, the property settlement signed by the parties and the sworn testimony of the plaintiff from all of which the Court finds that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of the children of the marriage and there is an equitable settlement of the property rights between the parties. The Court further finds that the parties have irreconcilable differences and that the Court approves the property settlement of the parties.

IT IS THEREFORE ORDERED AND ADJUDGED that the plaintiff, Janis Burton Smith Havens, be and hereby is awarded an absolute divorce from the defendant, Barry Dewitt Havens, and the parties are restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED AND ADJUDGED that the following property settlement of the parties is approved by the Court, and is incorporated herein by reference, and made the Order of this Court.

SETTLEMENT AGREEMENT

This agreement is made between Janis Burton Smith Havens and Barry DeWitt Havens.

1. CUSTODY. Ms. Havens and Mr. Havens shall have the joint care, custody and control of the parties' child, Christina Burton Havens.

2. CHILD SUPPORT. It is agreed that Mr. Havens shall pay $150.00 per month as child support, beginning May 1, 1984, and due on the first of every month thereafter.

3. EDUCATION. Mr. Havens and Ms. Havens agree to pay tuition, room and board for said child through four years of college until said child reaches the age of twenty-two.

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4. TAX DEDUCTIONS. It is mutually agreed that Ms. Havens may declare the minor child of the parties her dependent for income tax purposes.

5. INSURANCE. (a) It is agreed that Mr. Havens shall obtain and/or maintain hospitalization and health insurance on the minor child of the parties. It is further agreed that Mr. and Ms. Havens shall split equally all medical and dental care of the minor child not covered by said insurance.

6. PERSONAL PROPERTY. (a) The parties have heretofore divided their personal property among themselves. All furniture, furnishings, and personal effects presently in the possession of Ms. Havens shall be her sole and separate property. She shall also receive the Seven Hills membership. All furniture, furnishings and personal effects presently in the possession of Mr. Havens shall be his sole and separate property.

7. DEBTS. (a) It is agreed that Mr. Havens will pay and continue to pay the following accounts that were made during the marriage, and shall hold Ms. Havens harmless on any and all debts secured by these accounts:

A. Sears

B. Gerald Ritter

C. Nashville Electric Service

D. Chemical Mortgage Co. - 1st mortgage on Glendale Lane

E. Jim and Susan Sutherland - 2nd mortgage on Glendale Lane

(b) It is agreed that Ms. Havens will pay and continue to pay the following acccounts that were made during the marriage, and shall hold Mr. Havens harmless on any and all debts secured by these accounts:

A. Educator's Credit Union - Master Charge

B. Educator's Credit Union

C. Cain Sloan

D. National Student Defense Loan

E. Fidelity Federal - 1st mortgage - Graybar Lane property.

(c) It is agreed that the parties shall be responsible for the payment of any other accounts or charges which are presently listed in his or her

name. Each party agrees to indemnify and hold the other harmless from any liability resulting from their failure to pay such accounts when due.

8. BANK ACCOUNTS. The parties shall keep their respective checking accounts and savings accounts.

9. REAL PROPERTY LOCATED AT 1019 GLENDALE LANE. It is agreed that the house and lot located at 1019 Glendale Lane and titled in both parties' names shall be vested solely in Mr. Havens. Said property is more specifically described in Book 5542, Page 376, of the Registrar of Deeds Office, Davidson County, to wit:

> BEING part of Large Lot No. 2 on the Plan of Glendale Park, as of record in Book 57, page 141, of Register's Office for said County, described as follows:
>
> BEGINNING on the southerly margin of Park or Lea Avenue, at the northwest corner of the 5 acre tract of land conveyed to W. T. Hale by Deed of record in Book 358, page 554, said Register's Office; thence South 4 deg. 30 min. west 284 feet, more or less, to the northwest corner of the property conveyed to H. G. Anthony and wife, by deed from Ollie L. Dinwiddie, of record in Book 1717, page 11, said Register's Office; thence along Anthony's northerly line easterly 87 feet, more or less, to a point; thence northerly 282 feet, more or less, to a point in the southerly margin of said Park or Lea Avenue; thence along said margin westerly 87 feet to the beginning.
>
> BEING the same property conveyed to Suzanne Robertson Sutherland by deed from Margaret Robertson DuVall of record in Book 5440, page 180, said Register's Office.
>
> GRANTEES assume and agree to pay the mortgage held by Galbreath Mortgage Company of record in Book 5440, page 183, said Register's Office. Escrow account to be Transferred to Grantees.
>
> THIS conveyance subject to such easements and setback lines of record in Book 57, page 141, and Sewer easement of record in Book 4147, page 136, said Register's Office.

9. REAL PROPERTY LOCATED AT 1121 GRAYBAR LANE. It is agreed that the house and lot located at 1121 Graybar Lane titled in both parties' names shall be vested solely in Ms. Havens. Said property is more specifically described in Book 5306, Page 158 of the Registrar of Deeds Office, Davidson County, to wit:

> Land in Davidson County, Tennessee, being Lot No. 32 and the westerly 15 feet of Lot No. 33 on the Map showing subdivision of the Draughon Tract, as of record in Book 974, page 39, Register's Office for said County.
>
> Said Lot No. 32 and the westerly 15 feet of Lot No. 33 front together 62.2 feet on the southerly side of Graybar Lane and run back 150 feet on the easterly line and 153.5 feet on the westerly line, with the easterly margin of Granny White Pike, to a dead line, measuring 96.5 feet thereon.

10. AUTOMOBILES. The 1979 VW Bus shall be vested solely in Ms. Havens, and she assumes full responsibility for the payment of the

indebtedness due on the automobile to Educator's Credit Union and shall hold Mr. Havens harmless on the same. The 1973 Toyota shall be vested solely in Mr. Havens.

11. ATTORNEY'S FEES. Each party shall be responsible for paying his or her attorney's fees.

12. COURT COSTS. Any costs of Court incurred as a result of the pending action for absolute divorce shall be paid by Mr. Havens and Ms. Havens equally.

Enter this 18th day of June, 1984.

Muriel Robinson
JUDGE MURIEL ROBINSON

APPROVED FOR ENTRY:

Margaret L. Behm
SHIPLEY & BEHM
306 Gay Street
206 Realtor's Building
Nashville, TN 37201

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IDENTIF. REFERENCE

JUN 29 2 13 PM '84

FELIX A. JASSIT JR. REGISTER
DAVIDSON COUNTY, TN

RUSH

MB 1378/921

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* ~~correct transcript~~ True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* James Burton Smith Havens *Plaintiff, and* Barry Wayne Havens *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* 28th *day of* June *in the year one thousand nine hundred and* 84 *and in the* 208th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*

Form #GR-117