IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

BILLY CLAYTON GUNN)
)
VS.) NO. 91833
)
PATTY CORINNE DALE GUNN)

Map 94-13 8-2-78 1457 | 755

ORDER BOOK 630 PAGE 477

This cause came on to be heard July 10, 1978, before the Honorable Robert Lillard, Judge of the First Circuit Court of Davidson County, Tennessee, upon the original bill of the plaintiff, judgment by default having been entered, the property settlement agreement signed by the parties submitted to the Court and the testimony of the plaintiff, from all of which the Court was of the opinion that the allegations contained in the original bill were fully sustained, that is, that irreconcilable differences existed between the plaintiff and the defendant.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the plaintiff be and he is hereby granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court that the property settlement agreement entered into by and between the plaintiff and the defendant be and same is hereby approved by the Court and ordered copied into this decree verbatim and made a part hereof as follows:

"PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 26 day of April, 1978, by and between PATTY DALE GUNN, hereinafter called 'WIFE', and BILLY CLAYTON GUNN, hereinafter called 'HUSBAND', with both parties being residents of Davidson County, Tennessee;

W I T N E S S E T H:

WHEREAS, Husband and Wife were married on June 8, 1946, in Cornersville, Tennessee, and one child has been born to this marriage, but said child is an adult at the time this agreement is entered into; and,

WHEREAS, Husband and Wife are presently living separate and apart and a divorce action is pending; and

WHEREAS, the parties desire to settle any dispute they may have with one another in regard to a proper division of their property; and,

WHEREAS, the parties are entering into this agreement for the sole purpose of assisting the Court in making a distribution of the property in question,

NOW, THEREFORE, it is mutually agreed as follows:

1. Wife shall retain possession of the home of the parties located at 314 Draper Circle, Goodlettsville, Tennessee, as long as she remains single. In the event Wife remarries, the parties by agreement will either buy or sell to the other or will sell the home to a third party and divide the net proceeds from the sale equally. In the event the parties determine to buy or sell to each other, they shall agree upon a party to handle the appraisal, and if the parties are not able to agree on the proper price for the house, then the house shall be sold to a third party.

2. It is expressly agreed between the parties that if either Husband or Wife should die prior to the contingencies mentioned in Item 1 materializing, the survivor shall have the real estate in fee. To facilitate this agreement, it is hereby agreed that at the time of the divorce, the real estate in question will be divested out of both Husband and Wife and then vested in Patty Dale Gunn and Billy Clayton Gunn, tenants in common, with the right of survivorship.

3. During the time that Wife is living in the home of the parties and prior to its sale, Husband shall pay all monthly house notes and further pay one-half of utilities on the home and major upkeep of the house and premises.

4. Husband will make all monthly payments on the 1976 Monte Carlo Chevrolet presently listed in the name of Husband and Wife, and Husband shall take necessary steps at the time the car is paid for to change the title into the name of Wife.

5. Wife shall have all furniture and personal items in the home of the parties, with the exception of items that Husband has made and the furniture now in the study at the home. It is further agreed that Husband may have one bedroom suite as agreed by the parties. Husband shall have his tools and big personal belongings, but they will be allowed to remain at the home until Husband determines to remove them.

6. Judy and Dede Gunn will be allowed to live in the basement apartment without rent as long as Judy remains unmarried.

7. Husband agrees to pay the wife the sum of $2,200.00 at the time the house is sold, which amount represents one-half of the original debt owed to Wife's mother, Mrs. Dale.

8. Husband agrees that if the home of the parties is sold before Wife remarries, Husband will pay $200.00 monthly

toward apartment rent for Wife under the same terms and conditions that she was living under in the house in an amount not to exceed the house note that was being paid on the home.

9. It is understood and agreed that this instrument is not an agreement to obtain or not to obtain a divorce, nor does it affect in any way the rights of the parties to prosecute his or her suits in the courts of Davidson County, Tennessee, or the right of the other party to defend same, but is simply and solely a property settlement agreement between the parties.

IN WITNESS WHEREOF, we have hereunto set our hands this 26 day of April, 1978.

/s/ Margaret Ann Baker WITNESS	/s/ Patty Dale Gunn PATTY DALE GUNN
/s/ Marshall Foster WITNESS	/s/ Billy C. Gunn BILLY CLAYTON GUNN"

It is further ORDERED, ADJUDGED and DECREED by the Court that that Paragraph 7 of said property settlement agreement is modified so as to provide "$4,400.00" instead of "$2,200.00" which is the amount of the original debt owed to Mrs. Dale (Patty Dale Gunn's mother).

The plaintiff will pay the costs of this cause for which execution may issue if necessary.

ENTER NUNC PRO TUNC.

Robert E. Gillespie
JUDGE

APPROVED FOR ENTRY:

Howard F. Butler, Howard F. Butler, Attorney for Plaintiff

Thomas C. Binkley, Thomas C. Binkley, Attorney for Defendant

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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 *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Billy Clayton Gunn *Plaintiff, and* Patty Corinne Dale Gunn *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* 22nd *day of* August *in the year one thousand nine hundred and* eighty-four *and in the* 209th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Becky Allen, *D. C.*

Form #GR-117