139A:73

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CLARA EDITH DELK MATTHEWS

Plaintiff,

vs.

DEAN OWEN MATTHEWS

Defendant.

NO. 84D-1691

BOOK 6380 PAGE 809

FINAL DECREE

This cause came to be heard on the 21st day of August, 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:

FILED

1984 MAY 25 AM 10:26

GEORGE L. ROOKER, CLERK

IN THE _____ CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CLARA EDITH DELK MATTHEWS) MD D.C.
)
vs.) NO. 84D-1691
)
DEAN OWEN MATTHEWS)

BOOK 6380 PAGE 810

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 May, 1984, by and between CLARA EDITH DELK MATTHEWS, hereinafter referred to as "Wife", and DEAN OWEN MATTHEWS, hereinafter referred to as "Husband", 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 84D-1691 the parties do agree as hereinbelow set out:

1. The only real property in which the parties hold a joint interest in is a house and lot located at 215 Lutie Street, Nashville, Davidson County, Tennessee, 27210. With regard to said real property, the parties agree as follows:

(a) The Wife shall have all right, title and interest in and to said real property, and the Husband hereby waives any interest in, or rights to said real property she may have.

(b) The Husband agrees to be solely responsible for the timely repayment of all taxes, insurance, and maintenance and upkeep, and he shall hold the Wife harmless therefrom.

(c) The Husband agrees to sign any documents which may be necessary in order to place title to said real property

solely in the Wife's name.

2. The vehicle driven by the Husband which is already titled in the Husband's name, shall be and remain the separate property of the Husband, and the Husband agrees that he shall be solely responsible for any debts and encumbrances secured by said vehicle.

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

4. 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.

5. The Wife shall retain the use of her current married name, namely: Clara Matthews.

6. Both parties hereby agree that by signing this Agreement they waive service of process, waive any questions regarding venue, and submit themselves to the jurisdiction of the Circuit Court for Davidson County, Tennessee.

7. 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, except as provided for and described herein.

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

Clara Edith Delk Matthews — CLARA EDITH DELK MATTHEWS

Dean Owen Matthews — DEAN OWEN MATTHEWS

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, CLARA EDITH DELK MATTHEWS, 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 14th day of May, 1984.

Nancy C. Hicks
NOTARY PUBLIC

My commission expires:
4-21-85.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, DEAN OWEN MATTHEWS, 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 14th day of May, 1984.

Nancy C. Hicks
NOTARY PUBLIC

My commission expires:
4-21-85.

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; and that each party be restored to all the rights and privileges of an unmarried person.

IT IS, FURTHER, ORDERED that the real property more particulary described as follows, is vested soley in the Wife and is hereby divested out of the Husband. Description of said real property is:

> Land in Davidson County, Tennessee, being Lot No. 66 on the Map of the Resubdivision of certain blocks in Cumberland Nurseries, of record in Book 161, Page 139, Register's Office for said County.
>
> Said Lot No. 66 fronts 55 feet on the south side of Lutie Street and runs back between parallel lines 179 feet to an alley.
>
> Being the same property conveyed to Dean Owen Matthews and wife, Clara Edith Matthews by deed from Lois E. Robertson Winn of record in Book 5583, page 874, Register's Office for Davidson County, Tennessee.

For all of which execution may issue as necessary.

ENTER, this 4th day of Sept, 1984.

Thomas Robertson
JUDGE

SUBMITTED FOR ENTRY:

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

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 Dean Owen Matthews

This date: August 29, 1984.

DAVID A. HARRELSON

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CASH

149482

IDENTIF. REFERENCE

SEP 13 12 19 PM '84

REGISTER
DAVIDSON COUNTY, TN

BOOK 6380 PAGE 814

RUSH

84D-1691 Minute Book: 139A Page: 73 9-5-84

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* Clara Edith Delk Matthews *Plaintiff, and* Dean Owen Matthews *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* 13th *day of* September *in the year one thousand nine hundred and* eighty-four *and in the* 209th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By G.M. Guise, *D. C.*

Form #GR-117