IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE,

AT NASHVILLE

W.D. DONNELL, JR.,	]	
	]	
PLAINTIFF,	]	
	]	
VS.	]	DOCKET NO.: 82D-2514
	]	
HELEN MARIE DONNELL,	]	
	]	61-3;8
DEFENDANT.	]	

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DECREE

This cause came on to be heard this 25th day of October, 1982, before the Honorable Hamilton Gayden, Judge of the First Circuit Court of Davidson County, Tennessee, upon the Complaint for Divorce filed by W.D. Donnell, Jr., signed Property Settlement Agreement, statement of the Plaintiff under oath and in Open Court, and the statutory period of time having elapsed between the date of filing and the hearing of his Complaint and from the entire record, it appears that the Plaintiff, W.D. Donnell, Jr., is entitled to a divorce from the Defendant, Helen Marie Donnell, upon the grounds of Cruel and inhuman treatment and further that the Plaintiff, W.D. Donnell, Jr., shall be restored to all the rights and privileges of an unmarried person.

The Property Settlement Agreement set out below is hereby approved and specifically the real property described below is divested from the Husband/Plaintiff, W.D. Donnell, Jr., and vested entirely in the Wife/Defendant, Helen Marie Donnell, subject to the Deed of Trust and Note recited in said Property Settlement Agreement;

> Land in Davidson County, Tennessee, being Lot No. 76 in Gra-Mar Acres, Section 2, as shown on Plan of record in Book 2133, page 74, Register's Office for said County, described as follows:
>
> Beginning on the northerly margin of Joyce Lane at the corner of Lots No. 75 and 76; thence with the line between said two lots northwardly 134.5 feet to the corner of Lots Nos. 75, 76 and 77; thence with the line between said Lots Nos. 76 and 77 westwardly 143.1 feet to the easterly margin of Saunders Avenue; thence with the same southwardly 124.46 feet to the beginning of a curve;

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thence around said curve with a radius of 20 feet; southeastwardly 31.14 feet to the northerly margin of Joyce Lane; thence with the same, eastwardly 119.83 feet to the beginning.

Being the same property conveyed to W.D. Donnell, Jr. and wife, Helen M. Donnell, by Deed from Salley E. Agee of record in Book 5280, Page 32, Register's Office for Davidson County, Tennessee.

PROPERTY SETTLEMENT AGREEMENT

This Agreement made and entered into on this the 5th day of October, 1982, by and between W.D. Donnell, Jr. hereinafter referred to as "Husband", of Nashville, Davidson County, Tennessee, and Helen Marie Donnell, hereinafter referred to as "Wife", of Nashville, Davidson County, Tennessee, to be effective this day.

WITNESSETH:

WHEREAS, the parties hereto are Husband and Wife having been married on October 13, 1975, in Nashville, Davidson County, Tennessee; and

WHEREAS, there has been irreconcilable differences arising out of this union that the Husband seeks a divorce from Wife; and

WHEREAS, it is the desire of the parties to enter into an Agreement, under which their respective financial and property rights, and all other respective rights, remedies, privileges and obligations to each other, arising out of the marrriage relation, or otherwise, shall be fully prescribed and bounded thereby; and

WHEREAS, the parties hereto each warrant and represent to the other that they, and each of them, fully understand all of the terms, covenants, conditions, provisions and obligations incumbent upon each of them by virtue of this Agreement to be performed or contemplated by each of them hereunder, and each believe the same to be fair, just, reasonable and to his/her respective individual best interests; and

WHEREAS, it is understood by both parties that the terms of such Agreement as to the disposition of the property of the parties are to be incorporated into the Final Divorce Decree and that said Agreement is to be a complete and full settlement of their property rights. This Agreement is not intended, nor shall it be construed to be an Agreement for divorce. Both parties shall have the right to appear in Court and contest such action. It is agreed between the parties that this Agreement may be submitted to the Court for approval and be made part of the Final Decree of Divorce. Each party hereby waives any right to apply to the Court for modification of this Agreement prior to the Final Decree of Divorce;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties herein contained, the parties agree and covenant as follows:

ARTICLE I

PERSONAL PROPERTY

As of the date of this Agreement, all of the personal property in the possession of the Husband belongs to the Husband, and all such items are to be divested from the Wife and vested solely in the Husband.

As of the date of this Agreement, all of the personal property in the possession of the Wife belongs to the Wife, and all such items are to be divested from the Husband and vested solely in the Wife.

Husband agrees to pay the balance of all joint bills contracted by the parties up to the date of separation.

The 1979 Ford Truck will belong to Husband and title will be divested from the Wife and vested entirely in the Husband.

The 1975 Ford Granada will belong to the Wife and title to same will be vested entirely in Wife and divested entirely from Husband.

ARTICLE II

REAL ESTATE

Husband and Wife own as tenants by the entirety the real property located at 4500 Saunders Avenue, Nashville, Davidson County, Tennessee. (Description is above stated) The Husband and Wife agree that the Wife will retain possession and title to the same but will execute a promissory note in the amount of Ten Thousand ($10,000.00) Dollars, interest free, promising to pay to the Husband as his share of the equity in said property. Said note will be secured by a Deed of Trust and the parties agree that upon remarriage, or cohabitation without remarriage on the part of the Wife, or sale of said property by the Wife, shall cause the above amount to become due and payable within thirty (0) days after the happening of the above event.

The parties agree that upon forfeit or failure of Wife to pay the above sum, Wife agrees to be liable for above amount plus reasonable attorney fees should collection become necessary.

ARTICLE III

HOLD HARMLESS

Other than described hereinabove, Husband further covenants to keep Wife free, harmless and indemnified of and from any and all debrs, charges or liabilities hereafter contracted by him or for his account. Wife covenants at all times to keep Husband free, harmless and indenmified of and from any and all debts, charges and liabilities heretofore contracted or incurred by her individually and from any and all debts, charges or liabilities hereafter contracted by her or for her account.

ARTICLE IV

FURTHER ASSURANCES

Husband and Wife shall, at any and all times, upon request by the other or his or her legal representatives, make, execute and deliver any and all such other and further instruments as may be necessary or desirable for the purposes of giving full force and effect to the provisions of this Agreement, without charge therefore.

ARTICLE V

FULL DISCLOSURE

Both the legal and practical effect of this Agreement in each and every respect and the financial status of the parties is fully understood by both parties, and they both acknowledge that it is not the result of any fraud, duress, or undue influence exercised by either party upon the other or by any other person or persons upon either and it is a fair Agreement.

ARTICLE VI

ENTIRE UNDERSTANDING

This Agreement containes the entire understanding of the parties, who hereby acknowledge that there have been and are no representations, warranties, covenants, or understandings other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties have signed and acknowledge this Agreement on the date first above written.

/s/
W.D. DONNELL, JR., Husband

/s/
ATTEST

/s/
HELEN MARIE DONNELL, Wife

/s/
ATTEST

All costs are taxed to the parties equally for which execution may issue.

ENTERED this the 25th day of October, 1982.

JUDGE

APPROVED FOR ENTRY:

MICHAEL F. MONDELLI
Attorney for Plaintiff
214 Third Avenue, North
Nashville, Tennessee 37201
(615)244/2070

cc: Mr. Howard Butler, Atty.

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IDENTIF. REFERENCE

SEP 26 11 10 AM '84

REGISTER
DAVIDSON COUNTY, TN

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STATE OF TENNESSEE

I, **GEORGE L. ROOKER,** *Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the* First *Circuit Court for Davidson County, Tennessee, on the* Twenty-Fifth *day of* October, *19* 82, *in Case Number* 82D-2514 *between* W. D. Donnell, Jr. *Plaintiff, and* Helen Marie Donnell *Defendant, as same remains of record in Book* 154A, *Page* 752 *of the Minutes of said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 26th *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 Virginia Lacy *D.C.*

Form #GR-117