IN THE CHANCERY COURT FOR WILSON COUNTY, TENNESSEE
AT LEBANON

Map 84-11-2
30

ENTERED SEP 27 1984 11:55a.m.

Entered in Minute Book
89 page 338
this 27 day of Sept, 1984

NEITA RAE MABRY HILTON, Plaintiff,	§	
Vs.	§	No. 6150
ROY HUGH HILTON, Defendant.	§	

ORDER GRANTING ABSOLUTE DIVORCE

This cause was heard before the Honorable Edward M. Turner, Chancellor on September 27, 1984.

The Plaintiff moved the Court for a default judgment against the Defendant. It appears to the Court from the record that the Defendant was personally served with process, that he has not filed an answer or any other defensive pleading and that the time for filing any defensive pleading has expired. The Court is pleased to and does grant said Motion.

It is accordingly Ordered that a default judgment be and hereby is entered in favor of the Plaintiff, Neita Rae Mabry Hilton and against the Defendant, Roy Hugh Hilton, that the averments of the Complaint shall be taken as confessed by the Defendant and that the cause proceed Ex Parte.

The cause was then further heard upon the testimony of the Plaintiff from which the Court finds that irreconcilable differences exist between the parties. The Plaintiff then filed the original of a Property Settlement Agreement, dated September 20, 1984 and signed by the Plaintiff, Neita Rae Mabry Hilton and the Defendant, Roy Hugh Hilton. Said Property Settlement Agreement was duly notarized, that is, each of the parties appeared personally before a Notary Public of Davidson County, Tennessee and acknowledged that such party executed the Property Settlement Agreement for the purposes therein contained and made oath that the facts stated in said Property Settlement Agreement were true. Said Property Settlement Agreement reads as follows:

IN THE CHANCERY COURT FOR WILSON COUNTY, TENNESSEE
AT LEBANON

NEITA RAE MABRY HILTON, §
§
Plaintiff, §
§
Vs. § No. 6150
§
ROY HUGH HILTON, §
§
Defendant. §

FILED
11:55 O'CLOCK 2 M
ON
SEP 27 1984
Percy L. Johnson
CLERK & MASTER
CHANCERY COURT
WILSON COUNTY, TENNESSEE

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, in the above styled case the Plaintiff seeks a divorce because of irreconcilable differences between the parties; and,

WHEREAS, the parties desire to settle all property rights and matters between them in the event the Court grants Plaintiff a divorce in said case;

NOW THEREFORE, the said Neita Rae Mabry Hilton and Roy Hugh Hilton do hereby agree, contract and bind themselves as follows if the Court grants Plaintiff a divorce:

1. The Plaintiff owns a 1973 Chevrolet automobile and the Defendant owns a 1974 Chevrolet truck. The parties agree that the Plaintiff shall retain said 1973 Chevrolet automobile and the Defendant shall retain the 1974 Chevrolet truck.

2. The parties own as tenants by the entireties three parcels of real property one of which is located at 2222 Aubrey Court, in Metropolitan Nashville and Davidson County, Tennessee, another is located at 2223 Aubrey Court in Metropolitan Nashville and Davidson County, Tennessee and the third parcel is located at 611 Glenoaks Drive in Mt. Juliet, Wilson County, Tennessee. Each of these three parcels of land is encumbered by a mortgage.

3. The 2222 Aubrey Court parcel is described as follows:

A certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

Being lot No. 97 and the westerly part of lot No. 98 on the Map of Maplecrest, as of record in book 1835, page 28, Register's Office for said County. Said lot and said part of said lot adjoin and front together 60 feet on the westerly side of Aubrey Court and run back between lines 465 feet on the southerly line of lot 97 and 160 feet, more or less, on the easterly line of part of lot 98 to the south right-of-way of the Tennessee Central Railroad on which they measure 478.7 feet, more or less.

Being the same property conveyed to Roy Hugh Hilton and wife, Neita Mabry Hilton by deed from Travis Holland and wife, Gloria R. Holland, dated June 30, 1966 and recorded in book 4032, page 363 of the Register's Office for Davidson County, Tennessee. The said conveyance from Holland to Hilton was made subject to a 20 feet easement for public utilities along the rear line of the premises, a 40 feet building set back line from Aubrey Court, conditions of owners certificate as shown on plan of record in book 1835, pages 27 and 28, Register's Office for said County and subject to restrictive covenants contained in an instrument of record in book 1874, page 452 said Register's Office.

The estimated value of this parcel is $55,000.00. It is encumbered by a mortgage of approximately $7,000.00. The monthly payments of approximately $107.00 each are being made to Dobson and Johnson Company.

4. The 2223 Aubrey Court parcel is described as follows:

A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

Being Lot No. 96 on the Map of Maplecrest, as of record in Book 1835, pages 27 and 28, Register's Office for said County.

Said Lot fronts 25 feet on the westerly side of Aubrey Court and runs back between lines 465 feet on the north line and 294.7 feet on the southeasterly line to a dead line in the rear, on which it measures 348.3 feet.

This tract is improved and is known as 2223 Aubrey Court, Nashville, Tennessee.

This is the same property as was conveyed to Roy H. Hilton and wife, Neita Rae Hilton by deed from Robert C. Swann dated December 31, 1974 of record in Book 4879, page 289 Register's Office for Davidson County, Tennessee.

This parcel has an estimated value of $35,000.00, and is subject to a mortgage of approximately $2,600.00. Monthly payments on this mortgage of approximately $79.00 each are being paid to Lovell and Malone.

5. The parcel of land at 611 Glenoaks Drive, Mt. Juliet, Wilson County, Tennessee is described as follows:

A certain tract or parcel of land in Wilson County, State of Tennessee, described as follows: to-wit:

Land in Wilson County, Tennessee, being Lot No. 46, on the Plan of Glenoaks, Subdivision, Section II, as of record in Book 10, page 6, Register's Office for Wilson County, Tennessee, to which reference is hereby made for a more complete legal description.

This is the same property conveyed to Roy H. Hilton and Neita Rae Hilton by deed from John Blair and Associates, Inc. and Ruth L. Blair dated November 28, 1978 of record in deed Book 349, page 195 in the Register's Office for Wilson County, Tennessee.

This parcel of land has an estimated value of $65,000.00 and is subject to a mortgage held by South Mortgage Company, Miami, Florida in the approximate amount of $29,000.00 on which the monthly payments are approximately $315.00.

6. The parties agree that Roy Hugh Hilton who is now living in the house at 611 Glenoaks Drive, Mt. Juliet, Tennessee shall have the right to continue to occupy said house as his home, such right to terminate upon any one of the following events:

1. The death of the said Roy Hugh Hilton.
2. The death of Neita Rae Mabry Hilton.
3. The discontinuance of the use of said house as a home by Roy Hugh Hilton.
4. Failure of Roy Hugh Hilton to keep said property both the house and lot in a state of good repair, condition and maintenance.

7. Except for the right of Roy Hugh Hilton to occupy the property at 611 Glenoaks Drive, Mt. Juliet, Tennessee as above provided for, the parties agree that all the right, title and interest of Roy Hugh Hilton in the said three tracts of land above described shall be divested out of him and shall be vested in Neita Rae Mabry Hilton and that she shall pay and discharge the mortgage indebtedness on the three parcels of land and shall save the said Roy Hugh Hilton harmless from all liability on said indebtedness.

8. Neita Ray Mabry Hilton shall be entitled to possession of the two parcels of land on Aubrey Court as of the date the Order shall be entered in said suit above mentioned. She or her estate shall also be entitled to take possession of the Glenoaks Drive property upon the death of Roy Hugh Hilton or upon her own death or upon the failure of Roy Hugh Hilton to keep the property in a state of good repair, condition and maintenance or in the event he discontinues his occupancy of said house as his home.

9. Neita Rae Mabry Hilton agrees to pay her own attorney's fee and pay the costs in the Chancery Court at Lebanon.

In witness whereof the parties have hereunto subscribed their names on this 20th day of September, 1984.

Neita Rae Mabry Hilton
NEITA RAE MABRY HILTON

Roy Hugh Hilton
ROY HUGH HILTON

STATE OF TENNESSEE §
COUNTY OF Davidson

Personally appeared before me, Martha Montgomery a Notary Public in and for said County and State the within Roy Hugh Hilton the bargainor with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained and made oath that the facts stated in said instrument are true. This September 20, 1984.

Martha Montgomery
NOTARY PUBLIC

My Commission Expires: 1-18-87

STATE OF TENNESSEE §
COUNTY OF DAVIDSON §

Personally appeared before me, Rebecca S. Rhodes, a Notary Public in and for said County and State the within Neita Rae Mabry Hilton the bargainor with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purposes therein contained and made oath that the facts stated in said instrument are true. This September 21, 1984.

Rebecca S. Rhodes
NOTARY PUBLIC

My Commission Expires: July 27, 1986

The said original Property Settlement Agreement was presented to the Court, the Court read and considered the same and the Court is pleased to and does hereby approve said Property Settlement Agreement.

IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED as follows:

1. That the Plaintiff, Neita Rae Mabry Hilton is hereby granted an Absolute Divorce on the ground that irreconcilable differences exist between the parties, that the bonds of matrimony subsisting between the said Plaintiff and the Defendant Roy Hugh Hilton be and hereby are forever dissolved and that the parties are hereby vested with all the rights and privileges of unmarried persons.

2. That the said Property Settlement Agreement be and hereby is approved by the Court and is incorporated within and is a part of this Order and that the rights, duties and liabilities of the parties with respect to the real property and the personal property mentioned and described therein shall be as specified in said Property Settlement Agreement and the parties shall discharge and perform their duties and obligations as therein specified.

3. That the Defendant Roy Hugh Hilton shall have the right of occupancy of the house and lot located at 611 Glenoaks Drive, Mt. Juliet, Wilson County, Tennessee as set out in paragraph number 6 of said Property Settlement Agreement, such right of occupancy to be subject to the terms, conditions and provisions set out in said paragraph 6 of said agreement.

4. That except for the right of Roy Hugh Hilton to occupy the property at 611 Glenoaks Drive, Mt. Juliet, Wilson County, Tennessee as provided for in paragraph 6 of said Property Settlement Agreement all the right, title and interest of Roy Hugh Hilton in the said three tracts of land hereinabove described in said Property Settlement Agreement which as aforesaid is a part of this Order, are hereby divested out of him and are hereby vested in Neita Rae Mabry Hilton and she shall pay and discharge the mortgage indebtedness on the three parcels of land and shall save the said Roy Hugh Hilton harmless from all liability on said indebtedness.

5. That upon request of the Plaintiff at any time after this Order is entered the Defendant shall execute a deed conveying to the Plaintiff all his right, title and interest in the three parcels of real property hereinabove described except his right of occupancy of the house at 611 Glenoaks Drive, Mt. Juliet, Wilson County, Tennessee.

6. That Neita Rae Mabry Nilton shall be entitled to possession of the two parcels of land on Aubrey Court as of the date of this Order shall be entered. She or her estate shall also be entitled to take possession of the Glenoaks Drive property upon the death of Roy Hugh Hilton or upon her own death or upon the failure of Roy Hugh Hilton to keep the property in a state of good repair, condition and maintenance or in the event he discontinues his occupancy of said house as his home.

7. That the deposit heretofore made by the Plaintiff to the Office of the Clerk and Master shall be applied on the costs of this casue and that the Plaintiff shall pay the remaining costs if any.

Edward M. Turner, Chancellor

APPROVED FOR ENTRY:

Claude Callicott

Claude Callicott, Attorney for Plaintiff
513 Nashville City Bank Bldg.
Nashville, TN 37201
242-6465

CHANCERY COURT OF WILSON COUNTY, TENN.

STATE OF TENN.
COUNTY OF WILSON
I hereby certify the foregoing to be a true and perfect copy originial instrument on file in this case.
22nd day of October 19 84
Roy H. Johnson Clerk & Master
Pamela D. Moore, D.C.M.

1740

I 59000

IDENTIF. REFERENCE

RUSH

Oct 25 12 52 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

BOOK 6411 PAGE 246

State Tax $ _____

Fee $ 50

Recording Fee $ 21.00

Total $ 21.00

Receipt No. 24665

MARGIE L. TRICE
REGISTER OF DEEDS
WILSON CO. TENN.

By _____ D.C.
Deputy

Filed for record Oct. 22 1984

at 10:15 O'clock A.M.

Noted In Note Book 22 Page # 93

Recorded In Deed Book #342 Page # 353

In the Register's office, for

Wilson County, Tennessee.

On this 22nd day of Oct. 1984

Margie Trice Register

By _____ Dep. Reg.