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GEORGE L. ROCKER, CLE
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DEBORAH KATHERINE HOBACK, §
Plaintiff, §
§
VS § NO. 84D-2498
§
RONALD LEE HOBACK, §
Defendant. §

Map 96-16
Par. 26 JS

FINAL DECREE

BOOK 6433 PAGE 711

This cause came on to be heard on the 8th day of November, 1984, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee upon the Complainants, Deborah Katherine Hoback's, Complaint for Absolute Divorce, personal service being waived against the Defendant, Ronald Lee Hoback, by the execution of a property settlement agreement entered into between the parties providing for the division of their property all heretofore filed with the Court and incorporated by reference herein along with the testimony of the Complainant and the entire record of this cause. From all of which the Court finds that the Complainant and the Defendant have irreconcilable differences and that the agreement of the parties includes adequate provisions for the division of their property. Therefore, it is:

ORDERED, ADJUDGED and DECREED by this Honorable Court that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby perpetually dissolved and that the Complainant, Deborah Katherine Hoback, is awarded an absolute divorce under the statutory grounds of irreconcilable differences and restored to all the rights and privileges of an unmarried person. In addition, the parties have heretofore filed with this Court a property settlement agreement dated August 3, 1984, and this agreement is incorporated in this decree as follows:

57 11/27 24.00- CHECK

165914

IDENTIF. REFERENCE

Nov 27 10 50 AM '84

REGISTER'S OFFICE
DAVIDSON COUNTY, TN

FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1984 AUG -6 AM 8:26

GEORGE L. ROOKER, CLERK

MB D.C.

DEBORAH KATHERINE HOBACK §

§ BOOK 6433 PAGE 712

§

VS. § Docket Number: 84D-2498

§

§

RONALD LEE HOBACK

AGREEMENT

This agreement is made and entered into on this 03 day of August, 1984, by and between DEBORAH KATHERINE HOBACK, hereinafter referred to as Wife, and RONALD LEE HOBACK, hereinafter referred to as Husband, and both Complainant and Defendant are sometimes hereinafter referred to as Parties.

W I T N E S S E T H:

WHEREAS, certain difficulties have arisen between the Husband and Wife which have gone to such an extent that it does not appear possible for them to be reconciled and live together as man and wife; and

WHEREAS, a Complaint for Absolute Divorce has been filed by Deborah Katherine Hoback, Complainant, against Ronald Lee Hoback, Defendant, in the Fourth Circuit Court for Davidson County, Tennessee, under docket number as shown above. Husband waives personal service by execution of this agreement in the presence of a Notary Public.

1. The Husband and Wife agree for complete custody and control of the parties two minor children, namely Kelly Michelle Hoback and Brian Timothy Hoback, be awarded to the Complainant, with reasonable visitation rights to the Defendant.

2. The Husband and Wife hereby agree to a division of all of their personal property among themselves equally with the following exceptions; all household property along with title to the 1979 Pontiac Firebird automobile is to be vested and become the property of the Wife and she is to remain solely responsible for any indebtedness relating to the automobile.

3. The Husband hereby agrees to maintain and pay for adequate dental, medical and health insurance for the parties two minor children until they reach the age of Eighteen (18).

4. The Husband is to receive the parties 1976 Chevrolet Vega automobile with title to same and vested solely in the Defendant.

5. The Husband is to receive the homeplace of the parties known as 3319 Percy Priest Drive, Nashville, Tennessee being described more fully as follows:

Land in Davidson County, Tennessee, being Lot No. 25 on the Plan of Section 5 of Hickory Bend as of record in Book 3600, page 45, Register's Office for Davidson County, Tennessee.

Said Lot No. 25 fronts 81 feet on the southeasterly side of Percy Priest Drive and extends back between parallel lines 147.5 feet to its rear line.

Being the same property conveyed to Ronald Hoback and wife, Deborah Hoback by deed from Frank W. Collier, III and wife, Carol Jean Pugh Collier of record in Book 6209, page 561, Register's Office for Davidson County, Tennessee.

6. Both Husband and Wife agree that after the divorce title to the real property herein described, located at 3319 Percy Priest Drive, shall vest solely in the Husband. However, should thereafter the Husband sell, convey or transfer the within described property, the Wife shall receive Five Thousand Dollars ($5,000.00) bearing interest at 10% annual percentage rate from the date of this instrument, payable on or before the date title to the real property is transferred or conveyed. Furthermore both Husband and Wife agree that should the property not be sold or transferred on or before June 1, 1994 that Ronald Lee Hoback shall on or before June 1, 1994 pay Deborah Katherine Hoback the sum of Five Thousand Dollars ($5,000.00) bearing interest at the rate of 10% annual percentage rate from the date of divorce which all parties agree fairly represents Deborah Katherine Hoback's equitable interest in the real property as of the date of this agreement. It is expressly understood by both Parties, Wife retains a lien on the property described above in the amount of Five Thousand Dollars ($5,000.00) plus interest at 10% per annum until the obligation is satisfied.

7. The Husband herein agrees for and in consideration of the Wife's assent to provisions contained in this document, that the Husband shall remain solely responsible with regard to any and all payments concerning the house and the mortgage(s) related thereto,

namely, a first mortgage held by and payable to Kentucky Mortgage Company, a second mortgage held by and payable to Frank E. Collier, Jr. and wife, Carol Collier, previous owners. By execution and signature and witnessed thereof, the Husband agrees to assume and remain solely responsible for any and all encumbrances, debts and obligations relating to the real property herein described in Paragraph 5.

8. It is further agreed by the Husband that that he is to pay for the use and benefit of the Parties two minor children, namely Kelly Michelle Hoback and Brian Timothy Hoback, the sum of One Hundred Twenty-five ($125.00) Dollars per child, per month, to be used for the support and maintenance of the parties two minor children. It is further agreed that said payments are to be made on or before the first of each month to be paid directly to the Wife.

9. The Husband and Wife agree that the Wife should receive all of the Shetland Sheep Dogs, seven (7) in number in addition to all kennel supplies, carrying crates and kennel furnishings.

10. The Husband and Wife agree a fair distribution of whatever accounts, both savings and checking, has previously been made among the parties to the satisfaction of each.

11. It is agreed that each Party shall be responsible for their own attorney's fees, if any are applicable, court costs and other reasonable fees in connection with this divorce action or related proceeding with any unpaid costs as of the time of the decree being paid by the Parties.

12. The Parties herein also agree and understand if they shall become reconciled or if this Court for any reason shall fail to grant a divorce, this Agreement shall become null and void and for nothing held.

13. The Parties and each of them by execution of this Agreement herein mutually agree to sign any document or instrument which may become necessary in order to carry out and comply with the terms herein contained.

IN WITNESS WHEREOF, the Parties, and each of them, have hereunto set their hands on the day and date first above written.

Deborah Katherine Hoback

DEBORAH KATHERINE HOBACK

Ronald Lee Hoback

RONALD LEE HOBACK

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 6433 PAGE 716

Personally appeared before me, the undersigned, a Notary Public in and for said County and State herein named DEBORAH KATHERINE HOBACK, with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office on this 23 day of August, 1984.

Donna Lou Odum
NOTARY PUBLIC

My Commission Expires: 6-1-86

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State herein named RONALD LEE HOBACK, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office on this 23 day of August, 1984.

Donna Lou Odum
NOTARY PUBLIC

My Commission Expires: 6-1-86

The Court finds that this Agreement makes adequate and sufficient provisions and settlement of all of the property of the parties.

Any unpaid costs shall be assessed to the Defendant, Ronald Lee Hoback.

Entered this 8th day of November 1984.

JUDGE

APPROVED FOR ENTRY:

JAMES C. EDWARDS
Attorney for Complainant

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been mailed to Ronald Lee Hoback, 3319 Percy Priest Drive, Nashville, Tennessee 37214 on this ____day of November, 1984.

JAMES C. EDWARDS

Mail
James Edwards
2147 Belcourt Ave.
37212

# 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* FOURTH *Circuit Court for Davidson County, Tennessee, on the* eighth *day of* November, *19* 84, *in Case Number* 84D-2498 *between* DEBORAH KATHERINE HOBACK *Plaintiff, and* RONALD LEE HOBACK *Defendant, as same remains of record in Book* 140B, *Page* 1008 *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* 27th *day of* November *in the year one thousand nine hundred and* eighty-four *and in the* 209 *year of American Independence.*

**GEORGE L. ROOKER,** *Clerk,*

*By* _____, *D.C.*

**Form #GR-117**