BOOK 6536 PAGE 554

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1985 APR 15 PM 3:13
GEORGE L. ANDERSON, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CAROLYN SUE PRIMM)
)
VS.) NO. 84D-3612
)
WALLACE BRYANT PRIMM)

Map 135-5
Par 48 ac

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 15th day of April, 1985, before the Honorable ~~Muriel Robinson~~ Sixth Norman, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Plaintiff's Complaint for Absolute Divorce, testimony of Plaintiff, statements of counsel, and the entire record in this cause, from all of which it appears to the Court that the parties have experienced irreconcilable differences, and that a divorce should be granted to the parties.

It is, therefore, ORDERED, ADJUDGED and DECREED that the bonds of matrimony existing between the parties be and the same hereby are forever dissolved, and the Plaintiff is awarded an absolute divorce from the Defendant and restored to all the rights and privileges of an unmarried person.

The Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties, and therefore, it is further ORDERED, ADJUDGED, and DECREED that the Property Settlement Agreement and the Amended Property Settlement Agreement heretofore entered into between the parties and filed with this Court be and the same are hereby approved and made a part of this Final Decree of Divorce, as hereinafter set forth:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into between CAROLYN SUE PRIMM, hereinafter referred to as "Wife," and WALLACE BRYANT PRIMM, hereinafter referred to as "Husband," whose names appear sworn to below, and by which specific reference is made to the hereinabove cause being filed simultaneously with the filing of this Agreement in the Circuit Court of Davidson County, Tennessee, on the ground of irreconcilable differences.

It is the decision of the parties to amicably settle their differences with respect to all property rights. They have mutually agreed that each party will keep his or her own personal property, and they have made a satisfactory settlement as to the ownership of all such personal property.

The parties acknowledge that they own a house and lot located at 327 Melvin Jones Drive, Nashville, Davidson County, Tennessee. All right, title and interest of Wife in and to this property will be divested from her and vested in Husband by execution of a Quitclaim Deed, and Husband will assume the indebtedness thereon to Engle Mortgage Company, holding Wife harmless therefrom.

The parties have heretofore agreed upon the distribution of the household furniture and furnishings and each party agrees that they are satisfied with such distribution.

Husband agrees to pay the debt to Naval Federal Credit Union in the approximate amount of $9,000.00, and hold Wife harmless therefrom. Except as set forth herein, each party will be responsible for his or her own debts and each party is aware of the debts for which he or she is responsible.

The parties own the following vehicles: Wife shall retain ownership of the 1979 Chevrolet now titled to Husband. Husband agrees to pay the lien thereon to Associates Finance, and hold Wife harmless from same. After payment of said lien, Husband shall execute the necessary documents for title transfer. Husband will retain ownership of the 1976 Ford Pickup Truck now titled to him and on which there is no indebtedness.

The parties have agreed that the Wife shall be responsible for all court costs incurred in this action.

This Agreement constitutes the full and complete understanding of the parties hereto relative to all matters of the division of all marital property and is executed on the day and date written below, and a copy of the same is being retained by each party.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

/s/ Carolyn E. Primm
CAROLYN SUE PRIMM

Sworn to and subscribed before me,
this 8th day of May, 1984.

/s/ Mary E. Christopher
NOTARY PUBLIC
My commission expires: 7/27/86

STATE OF TENNESSEE
COUNTY OF DAVIDSON

/s/ Wallace Bryant Primm
WALLACE BRYANT PRIMM

Sworn to and subscribed before me,
this 8th day of June, 1984.

/s/ Elaine Burris
NOTARY PUBLIC
My commission expires 10/21/84

AMENDED
PROPERTY SETTLEMENT AGREEMENT

THIS AMENDED AGREEMENT is entered into for the purpose of amending a Property Settlement Agreement entered into between the parties and filed herein, bearing Docket No. 84D-3612, incorporating the same as if set forth fully herein, except for the following amendments:

That all right, title and interest of the Wife in and to the real property located at 327 Melvin Jones Drive, Nashville, Davidson County, Tennessee, will be divested from her and vested in Husband by execution of a Quitclaim Deed, and Husband will assume and pay the indebtedness thereon to AmSouth Mortgage Company, holding Wife harmless therefrom. Husband agrees that Wife shall hold a lien on said property, by way of a Deed of Trust to Wife in the sum of $3,500.00 at 12% interest per annum, payable at the rate of $100.00 per month beginning June 1, 1985. The following is a full and complete description of the property:

> LAND in Davidson County, Tennessee, being Lot No. 53 on the Plan of Town Park Estates, as of record in Book 3300, page 64, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.
>
> BEING the same property conveyed to Wallace B. Primm and wife, Carolyn E. Primm, by deed from Thomas W. Owen and wife, Patricia K. Owen , and recorded in Book 5724, Page 159, Register's Office for Davidson County, Tennessee.

Husband further agrees to pay the sum of $150.00, representing attorney fee, to Bart Durham, attorney for Wife, plus $35.00 for the preparation and recording of this instrument, a total of $185.00, the same payable at 12% interest per annum at $50.00 a month beginning September 1, 1985. A lien is declared on this property for said $185.00 indebtedness to Bart Durham.

Wife shall retain possession of the 1979 Chevrolet automobile now titled to Husband until the $3,500.00 lien to her is satisfied in full by Husband. Wife will then execute a release of said lien. Husband agrees to pay the lien on said automobile and hold Wife harmless from same.

This Amended Agreement, together with the Property Settlement heretofore entered into, constitutes the full and complete understanding of the parties hereto relative to all matters of

the division of all marital property and is executed on the day and date written below, and a copy of the same is being retained by each party.

/s/ Carolyn E. Primm
CAROLYN SUE PRIMM, Wife

/s/ Wallace Bryant Primm
WALLACE BRYANT PRIMM, Husband

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 11th day of April, 1985, before me personally appeared CAROLYN SUE PRIMM and WALLACE BRYANT PRIMM, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

/s/ Patricia A. Evans
NOTARY PUBLIC
My commission expires: 7/27/86

It is, further, ORDERED, ADJUDGED and DECREED that the costs of this cause be and are hereby taxed against the Plaintiff.

It is, finally, ORDERED, ADJUDGED and DECREED that execution may issue to enforce any of the provisions of this Decree.

ENTERED this the 15 day of April, 1985.

JUDGE

APPROVED FOR ENTRY:

BART DURHAM
Attorney for Plaintiff
1712 Parkway Towers
Nashville, Tennessee 37219
(615) 242-9000

CERTIFICATE OF SERVICE

I hereby certify that I have forwarded a copy of the foregoing Final Decree of Divorce to the Defendant at 327 Melvin Jones Drive, Nashville, Tennessee 37217.

BART DURHAM

I 9 7 7 1 2

IDENTIF. REFERENCE

RUSH

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

BOOK 6536 PAGE 558

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* Fifteenth *day of* April, *19* 85, *in Case Number* 84D-3612 *between* Carolyn Sue Primm *Plaintiff, and* Wallace Bryant Primm *Defendant, as same remains of record in Book* 143C, *Page* 1949 *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* 18th *day of* April *in the year one thousand nine hundred and* Eighty-five *and in the* 209th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Virginia Hart *D.C.*

Form #GR-117