PATTY SUE HAINES) IN THE THIRD CIRCUIT COURT OF DAVIDSON
)
VS.) COUNTY, TENNESSEE
)
STEPHEN LOUIS HAINES) 2-16-79
) NO. 93570 114C/2435
) BOOK 6558 PAGE 744 149-13-62 B.P.

FINAL DECREE

This cause came on for hearing on this the 12th day of February, 1979 before the Honorable Joe C. Loser, Jr., Judge of the Third Circuit Court of Davidson County, Tennessee, upon the original complaint filed by the complainant, Patty Sue Haines, personal service upon the defendant, Stephen Louis Haines, with the cause proceeding to trial as an uncontested matter in view of a property settlement agreement reached by the parties, upon the ground of irreconciable differences, testimony of complainant heard in open Court, submission to the Court of a property settlement agreement as between the parties, statement of counsel for the complainant and the entire record in this cause. From all of which the Court finds as follows:

That from the testimony of the complainant it appears to the Court that the parties have marital differences that cannot be reconciled and that the bonds of matrimony heretofore existing by and between the parties should be and they are hereby dissolved and the complainant's allegation of irreconcilable differences is hereby sustained by the Court;

It is therefore ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing by and between the parties are hereby dissolved and the complainant, Patty Sue Haines is hereby awarded an absolute divorce from the defendant, Stephen Louis Haines, and she is hereby restored to all the rights and privileges of an unmarried person including that of her former maiden name, to wit, Patty Sue McBride.

It further appears the parties have entered into the following property settlement agreement:

PROPERTY SETTLEMENT AGREEMENT

This agreement made and entered into by and between Patty Sue Haines, hereinafter called the "wife" and Stephen Louis Haines, hereinafter called the "husband":

WITNESSETH:

That whereas the parties are man and wife and serious marital problems have arisen and the differences are such between the parties that a reconciliation is impossible and desiring to settle their respective property rights subject to the approval of the Court, they agree as follows:

1. The wife shall receive the homeplace located at 4731 Bowfield Drive, Antioch, Tennessee to be hers absolutely and in fee simple subject to the mortgage thereon which she will pay and hold husband harmless.

8784

2. The Wife shall receive the household furniture and furnishings located in the homeplace to be hers absolutely and in fee simple with the exception of those items retained by the husband as listed herein. Further, the wife may pick up one (1) jar of pennies at 313 Delvin Drive, Nashville, Tennessee after December 12, 1978.

The Wife shall receive the 1976 Dodge Charger automobile to be hers absolutely and the defendant will transfer title to her and she will pay any mortgage or lien thereon and hold husband harmless.

4. The husband shall retain his truck vehicle to be his absolutely and in fee simple subject to any mortgage thereon which he assumes and agrees to pay and the wife shall be held harmless thereon.

5. (a) The husband shall pay the following accounts and the wife shall be held harmless thereon:

1. Mastercharge
2. Lexington & Andrews (Credit Union)
3. J.C. Penney's , provided any charges are reasonable as compared to the average balance during the time the parties resided together.
4. All other creditors which are in his name and on which the wife charged credit on or before July 4, 1978.

(b) EAch party will pay their own attorney fee in this cause.

6. Each party agrees to make no further or other charges upon the credit of the other from and after the date of the execution of this AGreement.

7. The wife agrees to turn over her J.C. Penny's charge card to the husband prior to January 1, 1979. (and see 5 (a) 3.

8. The husband shall receive as his property the following items:

1. Riding lawn mower
2. Enclyclopedia Set
3. Wood burning stove
4. 1973 AMC Color T.V.
5. Tools and equipment and tiller
6. Small Bedroom suit

9. The husband agrees to pay the Court costs in this cause.

10. EAch party shall retain their own personal property consisting of jewelry and other similiar items.

Both parties understand that this agreement is subject to the approval of the Court in the event a divorce is granted to either party. However, in the event that a divorce is not granted to either party or the parties reconcile, this agreement shall be of no force and effect. If approved by the Court, said agreement is a full, final and complete settlement of the property rights as between the parties and the same is entered into without any collusion between the parties, but solely of their own free will and accord.

Dated: Dec. 13, 1978

s/Patty S. Haines
Wife

Dated: Dec. 7, 1978

s/ Stephen L. Haines
Husband

It is therefore ORDERED, ADJUDGED and DECREED that the agreement executed by the parties and incorporated hereinabove is hereby approved by the Court and made the judgment hereof in all respects.

In accordance therewith, the complainant, Patty Sue Haines is hereby awarded the homeplace of the parties located at 4731 Bowfield Drive Antioch, Tennessee to be hers absolutely and in fee simple and any right, title or interest that the defendant, Stephen Louis Haines has in and to the same is hereby divested from him and is hereby reinvested in the complainant to be hers absolutely and in fee simple. Said real property is more particularly described in workds and figures as follows:

> LAND IN DAVIDSON COUNTY, TENNESSEE, being Lot no. 68 on the plan of Debra Heights, Section Three, of record in Book 4175, page 6, REgister's Office for said County.
>
> Said Lot No. 68 fronts 75.00 feet on the southwesterly margin of Bowfield Drive and extends back 227.00 feet on the northwesterly line and 202.59 feet on the southeasterly line to a dead line in the rear, measuring 78.87 feet thereon.
>
> BEing the same property conveyed to Stephen L. Haines and wife, Patty S. Haines by deed from Michael M. Owen and wife, Sharon V. Owen, of record in Book 5209, page 529, Register's Office for DAvidson County, Tennessee.
>
> This conveyance is subject to any and all existing easements of record.

It is further ORDERED and DECREED that the complainant is awarded the 1976 Dodge Charger automobile to be hers absolutely subject to the mortgage thereon and the defendant is ordered to transfer title to her as specified in the agreement as executed by and between the parties. It is further ordered and decreed that the husband shall retain the property to be his absolutely as specified in item eight of the agreement herein to be his free and clear of the claim of the complainant.

It is further ORDERED, ADJUDGED and DECREED that the complainant is awarded the household furniture and furnishings located in the homeplace as per the agreement of the parties, free and clear of the claim of the defendant.

It is further ORDERED, ADJUDGED and DECREED that each of the parties is specifically ordered to carry out the provisions of the agreement as approved by the Court and which has been made the judgment hereof.

The defendant will pay the costs of this cause for all of which let execution issue if necessary.

This the _____day of February, 1979.

JUDGE

2/16/79

APPROVED FOR ENTRY:

Enter This 16 Day of February, 1979

Attorney for complainant

Attorney for defendant

I certify a copy of this final decree has been mailed to the Hon. Jude Lenahan, Attorney for the defendant on this the 12th day of February, 1979.

Attorney

IDENTIF. REFERENCE

MAY 16 | 12 PM '85

FELIX Z. ELLIS REGISTER DAVIDSON COUNTY, TN.

J.O. 5.4.2.6.

MINUTE BOOK 114/C PAGE 2435

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 correct transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* PATTY SUE HAINES *Plaintiff, and* STEPHEN LOUIS HAINES *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* 16th *day of* May *in the year one thousand nine hundred and* eighty-four *and in the* 208th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Mary [illegible], *D. C.*

Form #GR-117

RECEIVED THIS 13 DAY OF Feb., 1979