C 59-14-170 BOX 5

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CHARLES W. ETTER, JR.)
)
vs.) No: 80D-1533
)
IDA ETTER)

BOOK 6603 PAGE 923

FINAL DECREE

This cause came on to be heard on this the 5th day of July, 1983, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original bill for divorce, personal service on the defendant, answer and cross bill for divorce, affidavit of the defendant withdrawing her answer and cross bill, testimony of complainant in open court, statement of counsel and the entire record in this cause; from all of which the Court is of the opinion that irreconcilable differences exist between the parties, thereby entitling complainant to an absolute divorce from the defendant. The Court is further of the opinion that the Property Settlement Agreement entered into by and between the parties should be ratified and affirmed in all respects and made a part of this decree by the inclusion of the same as follows:

PROPERTY SETTLEMENT AGREEMENT

This Agreement made and entered into on this the 1st day of November, 1983, by and between Charles W. Etter, Jr., hereinafter referred to as "Husband, and Ida Etter, hereinafter referred to as "Wife,"

W I T N E S S E T H :

WHEREAS, the parties were married on February 13, 1959, in Little Rock, Arkansas; and,

WHEREAS, certain difficulties and differences have arisen between the parties and they now live separate and apart from each other and have no plans of resuming their marital relationship; and,

WHEREAS, the parties have reached an understanding relative to their real and personal property and wish that this understanding be reduced to writing so that there might not be any confusion.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, it is mutually understood and agreed by and between the parties as follows:

1. All right, title and interest in and to the home of the parties located at 752 Work Drive, Nashville, Tennessee, shall be divested out of the Wife, and all right, title and interest in and to said property shall be vested absolutely in the Husband.

2. The Husband shall pay to the Wife the sum of Two Hundred Fifty ($250.00) Dollars per month for a period of seven years, said payment to be considered payment to the Wife for her interest in the above-described real estate. Husband shall purchase insurance to insurethis agreed amount in the event of a disabling illness and/or death. In the event of the demise of the Wife before final payment is made, payments due subsequentto her death shall be paid into a trust for the Wife's five children. If payment is omitted for two months, balance shall become due in full. Payments shall be due on the 7th day of each month and shall begin on December 7, 1982. The Husband reserves the right to accelerate these payments at any time during the seven year period.

3. All items of household furnishings in the possession of the Husband shall become his sole and absolute property and all items of personal property currently in the possession of the Wife shall become her sole and absolute property.

4. The Husband agrees to pay the costs of this cause.

5. The Wife's maiden name of HIGHTOWER shall be restored to her.

This agreement contains the entire agreement between the parties and shall be binding upon the parties, their heirs, legal representatives and assigns, if approved by the Court.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and date first above written.

s/Charles W. Etter, Jr.
CHARLES W. ETTER, JR.

s/Ida H. Etter
IDA ETTER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the complainant, Charles W. Etter, Jr., be and is hereby granted an absolute divorce from the defendant, Ida Etter, and restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court hereby 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 that same is hereby ratified and affirmed and made an order of this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the

defendant's maiden name of HIGHTOWER be and is hereby restored to her.

The costs of this cause are taxed against the complainant for which execution may issue, if necessary.

ENTER: This 5th day of July, 1983.

JUDGE

APPROVED FOR ENTRY:

CHARLES F. FRAZIER
Attorney for Complainant
200 Court Square Building
300 James Robertson Parkway
Nashville, Tennessee 37201

CERTIFICATE

I certify that I have forwarded a copy of the foregoing Final Decree to the defendant, Ida Etter, 11395 Zapata Avenue, No. 68, San Diego, California 92126, on this the 5th day of July, 1983.

CHARLES F. FRAZIER

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IDENTIF. REFERENCE

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FELIX Z. WILSON II 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* Fourth *Circuit Court for Davidson County, Tennessee, on the* 5th *day of* July, *19*83*, in Case Number* 80D-1533 *between* Charles W. Etter Jr. *Plaintiff, and* Ada Etter *Defendant, as same remains of record in Book* 1314, *Page* 117 *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* 11th *day of* July *in the year one thousand nine hundred and* 85 *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By L. Ayer *D.C.*

Form #GR-117