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IRVIN L. HOOKER, CLERK

D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KATHY A. BREEDLOVE)
)
v.) CASE NO. 85D-170
)
HAROLD D. BREEDLOVE)

BOOK 6823 PAGE 895

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 26th day of March, 1985 before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original complaint filed by the Wife, the property settlement agreement entered into by and between the parties and upon the entire record in this cause, from all of which the Court is of the opinion that the parties have certain irreconcilable differences and as a result of such differences cannot continue to cohabit as Husband and Wife.

The Court does affirmatively find that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any and all property rights between the parties.

It is therefore ORDERED, ADJUDGED AND DECREED by the Court that the Wife, Kathy A. Breedlove, be and is hereby granted an absolute divorce from the Husband, Harold D. Breedlove, and restored all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED AND DECREED that the following property settlement agreement, which is entered into between the parties, be incorporated into this divorce decree which is as follows:

PROPERTY SETTLEMENT AGREEMENT

This agreement is made between Kathy A. Breedlove (hereinafter called the "Wife") and Harold D. Breedlove (hereinafter

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called the "Husband") in conjunction with the abovesytled complaint for absolute divorce filed in the Fourth Circuit Court for Davidson County, Tennessee.

WITNESSETH

WHEREAS, the parties being Husband and Wife have no minor children of this marriage; and

WHEREAS, certain differences and difficulties have arisen in the marriage and the Wife has filed a petition for absolute divorce in the Fourth Circuit Court for Davidson County, Tennessee; and

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their martial relationship in an amiable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises, covenants, and undertaking hereinafter more fully set forth, the parties agree as follows:

1. That the Wife shall have a divorce on the grounds of irreconcilable differences.

2. Real Estate. It is agreed that the Wife shall have the house and lot located at 502 Mathes Road, Goodlettsville, Tennessee, 37072. It is therefore agreed that any interest that the Husband has in the house and lot at 502 Mathes Road, Goodlettsville, Tennessee, is hereby divested out of him and vested into the Wife, Kathy A. Breedlove, free and clear of any interest that he may have. It is further agreed that the Husband, if necessary, shall execute any and all papers and documents necessary in order to effectuate this transfer. Further, the Wife agrees to assume and pay any current indebtedness on

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the house and lot at 502 Mathes Road, Goodlettsville, Tennessee. The Wife agrees to pay the debt currently owing to the Bank of Goodlettsville in the approximate amount of $5,500.00 and to hold the Husband harmless for such debt.

3. Automobiles. The Wife agrees to transfer any interest that she may have in the 1984 Ford Thunderbird vehicle to the Husband and to sign all documents and matters necessary for this transfer. Further, the Husband agrees to pay the indebtedness that currently exists on this vehicle.

4. Personal Property. The parties have heretofore divided all articles of their household furnishings and personal property, and to ratify said division, acknowledging that all such property in the possession of either of them as of the date of the execution of this agreement is a sole and separate property of the party so possessing it.

5. Debts. It is agreed that each of the parties shall be responsible for the payment of any accounts or charges which are presently listed to his or her name. The Husband agrees to pay any debt owing to Sears. Each party agrees to indemnify and hold harmless the other from any liability resulting from his/her failure to pay such accounts when due.

6. The parties agree that in the event a refund is due on the 1984 income tax then such refund will be divided equally between them, but if income tax is owing in addition to that already paid, then the Husband will be responsible for three-fourths (3/4) of such tax and the Wife will be responsible for one-fourth (1/4) of such tax.

7. It is agreed that the Husband shall pay to the Wife the sum of $550.00.

8. Court Costs. It is agreed that the Husband shall pay the court costs incurred as a result of this action.

9. Attorney's Fees. It is agreed that each party shall

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be responsible for paying his/her respective attorney's fees.

10. Additional Instruments. It is agreed between the parties that each party shall willingly execute and deliver to the other any and all instruments that may be reasonably required to give full force and effect to the provisions of this agreement.

11. The parties desire that this agreement be incorporated as a part of any final decree of divorce that hereafter may be entered in the Fourth Circuit Court for Davidson County, Tennessee, or any other Court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

12. This agreement constitutes the entire undertaking of the parties. It supersedes any and all prior agreements between them. There are no representations nor warranty other than those expressly set forth.

13. It is understood and agreed by and between the parties that this agreement is entered into without any undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated. Each party acknowledges that he/she has read this agreement and that it is fair and equitable and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this agreement.

/s/
KATHY A. BREEDLOVE
WIFE

/s/
HAROLD D. BREEDLOVE
HUSBAND

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Sworn to and subscribed before me this 30th day of January 1985.

/s/
NOTARY PUBLIC

My Commission Expires: 4/20/86

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Sworn to and subscribed before me this 30th day of January 1985.

/s/
NOTRARY PUBLIC

My Commission Expires: 4/20/86

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It is further ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be taxed against the Husband, Harold D. Breedlove, for its execution may issue if necessary.

ENTERED this 26th day of March, 1985.

JUDGE

APPROVED FOR ENTRY

McKINNEY, DAVIS & HART

By: Bobby D Davis
BOBBY D. DAVIS
Attorney for the Wife

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and exact copy of the foregoing instrument to Robert Jennings, Attoney for the Husband, 21st Floor, L & C Tower, Nashville, Tennessee, 37219, this 26th day of March, 1985.

Bobby D Davis
BOBBY D. DAVIS

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

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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* 26th *day of* March, *19* 85, *in Case Number* 85D-170 *between* Kathy A. Breedlove *Plaintiff, and* Harold O. Breedlove *Defendant, as same remains of record in Book* 143B, *Page* 1247 *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* 6th *day of* Aug *in the year one thousand nine hundred and* 85 *and in the* 210th *year of American Independence.*

CIRCUIT COURT

GEORGE L. ROOKER, *Clerk,*

By [signature] *D.C.*

Form #GR-117