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SECURE L. BECKETT, CLERK

D. Bayne D.C.

IN THE P R O B A T E COURT FOR DAVIDSON COUNTY, TENNESSEE

DONALD LEE AKINS,

Plaintiff,

vs.

WANDA JEAN EVERETT AKINS,

Defendant.

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NO. 84D-2135

Map 136-14 Par 8
58-16 Par 33 ac

FINAL DECREE

This cause came to be heard on the 19th day of September, 1984, upon the plaintiff's Complaint for Absolute Divorce, the parties having entered into a written and notarized Settlement Agreement, the testimony of the plaintiff, and upon the entire record; from all of which it is found by the Court that the plaintiff is entitled to an Absolute Divorce on the grounds of irreconcilable differences as provided for in T.C.A. §36-801 (II).

The Court further finds that the parties have made adequate and sufficient provision by written agreement for the settlement of any property rights between the parties, and more specifically, the terms of that Agreement are as follows:

IN THE PROBATE ~~EXXXXXX~~ COURT FOR DAVIDSON COUNTY, TENNESSEE

DONALD LEE AKINS	)	
	)	
vs.	)	NO. 84D-2135
	)	
WANDA JEAN EVERETT AKINS	)	

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PROPERTY SETTLEMENT AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants, promises, and undertakings hereinafter more fully set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, THIS AGREEMENT is made and entered into this 29th day of June, 1984, by and between DONALD LEE AKINS, hereinafter referred to as "Husband", and WANDA JEAN EVERETT AKINS, hereinafter referred to as "Wife", for the purpose of defining certain rights and privileges and transferring certain properties, effective now and on the date an Absolute Divorce is granted. THEREFORE, with the understanding that this Settlement Agreement will be used in a Probate ~~XXXXXXX~~ Court Divorce action, Docket No. 84D-2135, the parties do agree as hereinbelow set out:

1. The parties hold a joint interest in three tracts of real property, being a house and lot located at 540 Castlegate Drive, Nashville, Davidson County, Tennessee 37217; a house and lot located at 4016 Meadow Road, Nashville, Davidson County, Tennessee 37218; and an unimproved lot located at 4019 Meadow Road, Nashville, Davidson County, Tennessee 37218. With regard to said parcels of real property, the parties agree as follows:

(a) The Wife shall have all right, title and interest in and to the real property located at 540 Castlegate Drive, and the Husband hereby waives any interest in, or

rights to said real property he may have. All interest in and to said real property is hereby divested out of the Husband and vested solely in the Wife.

(b) The Wife agrees to be solely responsible for the timely repayment of the first mortgage secured by the real property located at 540 Castlegate Drive, and also taxes, insurance, and maintenance and upkeep, and she shall hold the Husband harmless therefrom. The Husband agrees tq be solely responsible for the timely repayment in full of the second mortgage secured by the real property located at 540 Castlegate Drive, and he shall hold the Wife harmless therefrom.

(c) The Husband shall have all right, title and interest in and to the real property located at 4016 Meadow Road, and the Wife hereby waives any interest in or, rights to said real property she may have. All interest in and to said real property is hereby divested out of the Wife and vested solely in the Husband.

(d) Said real property located at 4016 Meadow Road is currently listed for sale.

(e) The Husband agrees to be solely responsible for the timely repayment of the mortgage secured by the real property located at 4016 Meadow Road until such time as it may be sold, and also taxes, insurance, and maintenance and upkeep, and he shall hold the Wife harmless therefrom.

(f) Upon the sale of the real property located at 4016 Meadow Road, the Husband agrees to pay directly to the Wife the sum of Two Thousand Dollars ($2000.00), and to apply the remaining net proceeds derived therefrom to the repayment in full of the second mortgage secured by the Wife's real

property located at 540 Castlegate Drive. BOOK 3679 PAGE 851

(g) Net proceeds shall be defined for the purposes of this Agreement as the net amount due the seller after repayment in full of the mortgage indebtedness, and payment of pro-rata real estate taxes, real estate agents' commissions, and other ordinary selling expenses.

(h) The Wife shall have all right, title and interest in and to the real property located at 4019 Meadow Road, said real property being unencumbered, and the Husband hereby waives any interest in, or rights to said real property he may have. All interest in and to said real property is hereby divested out of the Husband and vested solely in the Wife.

(i) The Husband agrees to sign any documents which may be necessary in order to place title to the real property located at 540 Castlegate Drive and the real property located at 4019 Meadow Road solely in the Wife's name.

(j) The Wife agrees to sign any documents which may be necessary in order to place title to the real property located at 4016 Meadow Drive solely in the Husband's name.

2. The Wife shall have all right, title and interest in and to one (1) 1978 Datsun automobile, currently titled in the Husband's name, and the Husband agrees to be solely responsible for the timely payment of a loan secured thereby until such time as title to said vehicle is placed in the Wife's name. Upon transfer of the title, the Wife agrees to be solely responsible for the timely repayment in full of the loan secured by said vehicle, and she shall hold the Husband harmless therefrom. The Husband agrees to sign any documents necessary in order to place title to said vehicle

solely in the Wife's name.

3. The Husband shall have all right, title and interest in and to one (1) 1981 Trans Am automobile, currently titled in the Husband's name, and the Husband agrees to be solely responsible for all debts and encumbrances secured thereby.

4. All interest in any tangible personal property owned by the parties and now in the possession of the Husband is hereby divested out of the Wife and vested solely in the Husband; and all interest in any tangible personal property owned by the parties and now in the possession of the Wife is hereby divested out of the Husband and vested solely in the Wife.

5. The parties hereby agree that, except as herein described, each party shall be solely responsible for the timely repayment of any loans, debts or accounts incurred in his or her own name, both prior to the signing of this Agreement and thereafter.

6. The Wife shall retain the use of her current married name, namely: Wanda Jean Everett Akins.

7. Both parties hereby agree that by signing this Agreement, they waive service of process, waive any questions regarding venue, and submit themselves to the jurisdiction of the Circuit Court for Davidson County, Tennessee.

8. It is mutually understood and agreed by and between the parties hereto that this is a complete and final Property Settlement Agreement between them; and that in the event a divorce is granted, neither of them will ever hereafter have any property claims whatsoever against the

other, except as provided for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

DONALD LEE AKINS

WANDA JEAN EVERETT AKINS

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, DONALD LEE AKINS, with whom I am personally acquainted, and who acknowledged to me that he signed the within PROPERTY SETTLEMENT AGREEMENT as his free act and deed for the purposes therein contained, this ___ day of _____, 1984.

NOTARY PUBLIC

My commission expires:
_____.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, WANDA JEAN EVERETT AKINS, with whom I am personally acquainted, and who acknowledged to me that she signed the within PROPERTY SETTLEMENT AGREEMENT as her free act and deed for the purposes therein contained, this ___ day of _____, 1984.

NOTARY PUBLIC

My commission expires:
My Commission Expires _____.

IT IS, THEREFORE, ORDERED that the plaintiff is hereby awarded an Absolute Divorce; that the parties' Settlement Agreement is ratified and made a part of this Final Decree; that the costs of this cause be assessed against the plaintiff; and that each party be restored to all the rights and privileges of an unmarried person.

For all of which execution may issue as necessary.

ENTER, this 19th day of Sept, 1984.

JUDGE

SUBMITTED FOR ENTRY:

DAVID A. HARRELSON
Attorney for Plaintiff
2108 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
Telephone: 615/244-7706

CERTIFICATE OF SERVICE

I, David A. Harrelson, do hereby certify that an exact copy of the foregoing was mailed, postage prepaid to: Wanda Jean Everett Akins
This date: September 19, 1984

DAVID A. HARRELSON

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RUSH

IDENTIFICATION REFERENCE

OCT 10 2 44 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

4 3 7 1 6

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* PROBATE *Circuit Court for Davidson County, Tennessee, on the* 19th *day of* SEPTEMBER, *19* 85, *in Case Number* 84D-2135 *between* DONALD LEE AKINS *Plaintiff, and* WANDA JEAN EVERETT AKINS *Defendant, as same remains of record in Book* 29A, *Page* 583 *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* 10th *day of* OCTOBER *in the year one thousand nine hundred and* EIGHTY-FIVE *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By K. Langford *D.C.*

Form #GR-117