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GEORGE L. KELLNER, CLERK
B. Eddings

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

Map 93-15
Par 124 thru

LEE EDWARD HOOVER	)	
	)	
VS.	)	NO. 85-8764 BOOK 6687 PAGE 517
	)	
TERESA ANN HOOVER	)	

FINAL DECREE

This cause came on to be heard on the 23rd day of July, 1985, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on plaintiff's Complaint and Property Settlement Agreement signed by the Husband and the Wife. After statement of counsel and the testimony of the Husband, the Court finds as a matter of fact that the parties have irreconcilable differences; and

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED by the Court that the Husband, Lee Edward Hoover, be and is hereby awarded an absolute divorce from the Wife, Teresa Ann Hoover, and the bonds of matrimony heretofore subsisting between the parties are forever and perpetually dissolved and the Husband is restored to all rights and privileges of an unmarried person; and

IT FURTHER APPEARING to the Court that the parties hereto have entered into a Property Settlement Agreement, which is stated as follows:

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IDENTIFI REFERENCE

OCT 21 11 29 AM '85
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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GEORGE L. ROOKER, CLERK
B. Ellis jr

IN THE CIRCUIT COURT FOR NASHVILLE, DAVIDSON COUNTY, TENNESSEE

BOOK 6687 PAGE 518

LEE EDWARD HOOVER,

vs.

TERESA ANN HOOVER (CONNELLY).

NO. 85-764

PROPERTY SETTLEMENT AGREEMENT

The parties to this Agreement are LEE EDWARD HOOVER and TERESA ANN HOOVER (CONNELLY), who were married on August 5, 1974, in Franklin, Williamson County, Tennessee, and to which marriage there have been two children born. The parties' children are Leigh Ann Hoover, age ten years, and Angela Danielle Hoover, age nine years.

The parties have determined that they have irreconcilable differences upon which they cannot reconcile and, therefore, an absolute divorce should be granted.

The parties have accumulated certain real estate and personal property as well as indebtedness and the parties have agreed to what each feels under the circumstances is an equitable division of these assets and debts.

The original Complaint for Absolute Divorce was filed on the 22nd day of March, 1985, in the Circuit Court for Davidson County, Tennessee. The parties understand that the original Complaint for Absolute Divorce must have been filed in the Circuit Court Clerk's Office of Davidson County, Tennessee, for a total of ninety days before this case can be placed on the docket for final hearing on the ground of irreconcilable differences. The parties have agreed that they do, in fact, have irreconcilable differences and that the original plaintiff, Lee Edward Hoover, may

proceed to obtain an absolute divorce on the ground of irreconcilable differences and the parties have agreed on all matters hereinafter stated.

The plaintiff, Lee Edward Hoover, shall hereafter be referred to as the "husband" and the defendant, Teresa Ann Hoover (Connelly), shall hereafter be referred to as the "wife."

1. The husband shall obtain an absolute divorce on the ground of irreconcilable differences.

2. The parties shall have joint custody of the two minor children, however, physical custody of the children will be with the wife and the husband shall have reasonable visitation privileges with the minor children with said visitation privileges being agreed upon by the parties.

3. The wife agrees that any and all interest that she may have in the property located at 246 Lafayette Street, where the husband's partnership business with Michael C. Hutton, known as H & H Import Auto Clinic is located, shall be divested from wife and vested in the husband for his sole and separate use. A better description of said property is contained in Book 5926, Page 697, Davidson County Register's Office and is stated as follows:

> Land in Davidson County, Tennessee, being parts of Lots Nos. 7, 8, 9, 10 and 11 on the Map of J. M. Irwin's Addition to Nashville, as of record in Book 17, page 615, said Register's Office and shown as part of Lot No. 7 on the Resubdivision of Property on the North Side of LaFayette between Old University Street and Carroll Street, as of record in Plan Book 2663, page 32, Register's Office for said County, described according to a survey made by Southern Consultants, Inc., dated May 25, 1978;
>
> Beginning at a point in the north margin of Lafayette Street, said point being the southwest corner of the Rock City Realty Company's property and the southeast corner of the property herein described; thence, with said Lafayette Street North 67 deg. 24 min. 30 sec. West, 91.30 feet to a point, the beginning of a curve to the right; thence, with said curve, having a radius of 272.15 feet and a central angle of 23 deg. 48 min. a distance of 113.05 feet to a point in the south corner of the George W. Burkhalter Property; thence, leaving said Lafayette Street with

Burkhalter's line North 62 deg. 11 min. 26 sec. East, 158.36 feet to a point in the south margin of a 30 foot alley; thence, with said alley South 29 deg. 23 min. 35 sec. East, 25.30 feet to a point; thence, South 67 deg. 24 min. 30 sec. East, 85.76 feet to a point in the northwest corner of the Rock City Realty Company's property; thence leaving said alley with Rock City's line South 25 deg. 01 min. 26 sec. West, 129.70 feet to the point of beginning; containing (21,156 sq. ft) 0.49 acres, more or less.

Being the same property conveyed to Michael C. Hutton and Lee E. Hoover, by deed from B & H Properties, Inc. of record in Book 5926, page 697, said Register's Office.

4. Even though the house and lot located at 4942 Packard Drive, Nashville, Davidson County, Tennessee, where the parties were living at the time of the separation is titled in the name of the husband's parents, wife agrees that any and all interest that she may have in said house and lot shall be divested from her and vested in the husband for his sole and separate use. A better description of said property is contained in Book 5399 Page 261 , Davidson County Register's Office and is stated as follows:

LAND in Davidson County, Tennessee, being Lot No. 185 on the Plan of Locustwood, Section 3, of record in Book 2663, page 29, Register's Office for said County.

SAID Lot No. 185 fronts 100.0 feet on the southeasterly margin of Packard Drive and extends back 276.2 feet on the northeasterly line and 263.7 feet on the southwesterly line to a broken line in the rear, measuring 101.1 feet thereon.

BEING the same property conveyed to Edwin K. Hoover by deed from Lee E. Hoover and Wife, Teresa C. Hoover, of record in Book 5399, Page 261, said Register's Office.

5. In addition, the wife agrees that any and all interest that she may have in the undeveloped lots on Center Hill Lake, Lakeview Mountain Estates, DeKalb County, Tennessee, shall be divested from wife and vested in husband for his sole and separate use. A better description of each lot is as follows:

> BEING Lots 52 and 53, Block D, Lakeview Mountain Estates Unit No. 3 as shown on plat of record in Plat Book 1, Page 1, Registrar's Office in DeKalb County, Tennessee, to which plat reference is hereby made for a more particular description. Measurements on said plat are "more or less."
>
> BEING Lot 130, Block A, Lakeview Mountain Estates, Unit No. 1 as shown on plat of record in Plat Book T-3, page 448, Registrar's Office Dekalb County, Tennessee, to which plat reference is hereby made for a more particular description. Measurements on said plat are "more or less."

6. The parties understand that the above stated portions of the agreement in Items No. 3, 4, and 5 amounts to a transfer and division of marital property between spouses in connection with the divorce. It is not a sale or change or disposition of real property, but is an equal division of property by co-owners.

7. The Husband agrees that any and all interest which he may have in the following specific items of property, shall be divested from the Husband and vested in the Wife for her sole and separate use.

a. Antique Bedroom Suite, including a bed, vanity, bureau, and two end tables.

b. Four framed oil paintings, three of which are presently in the possession of the wife.

c. Ten framed prints, all of which are presently in the possession of the wife.

d. One antique tier table.

e. One antique plant stand.

f. One antique claw-foot chair.

g. One antique half-table.

h. Any and all other items of personal property which are presently in the possession of the Wife.

The wife likewise agrees that any and all interest which she may have in all other items of personal property, including, but not necessarily limited to, all items of household furniture, furnishings, appliances, automobile vehicles, boat, etc., with the exception of those items of personal property specifically stated above, shall be divested from the wife and vested in the husband for his sole and separate use.

8. The Husband further agrees that all debts of the parties which were known and existing at the time of the parties' separation on or about February 8, 1985, including but not necessarily limited to, the mortgage indebtedness on the real estate located at 246 Lafayette Avenue, the mortgage indebtedness on the undeveloped lots at Lakeview Mountain Estates in Dekalb County, Tennessee, a personal loan at Leader Federal in the approximate amount of $2,300.00, all debts owed to the husband's parents, including the down payment on the home in which the parties were living at the time of the separation at 4942 Packard Drive in Nashville, Davidson County, Tennessee, which house and lot are titled to the husband's parents, a $1,400.00 debt owed to the husband's father on the 1973 Volkswagon Van, any and all other debts upon which the parties are jointly obligated or where the husband is singularly obligated, shall become the sole responsibility of the husband and the husband specifically agrees to assume the full responsibility for said indebtedness and further agrees to hold the wife harmless on all of the above stated debts.

9. The husband further agrees to pay directly to the wife the sum of SIXTY DOLLARS ($60.00) per week as support and maintenance for the parties' minor children.

10. The husband further agrees to continue to provide the cost of health insurance coverage for the parties' minor children, which cost is presently $136.00 per month.

11. Each party specifically agrees to be responsible for the cost of their respective attorney's fees.

12. The husband agrees he will be responsible for any and all court costs incurred in connection with this divorce action.

13. It is understood and agreed between the parties that this Agreement shall be introduced in the divorce action prosecuted by the Wife and submitted to the Court for ratification and incorporation.

14. It is understood and agreed between the parties that from the date of execution of this Agreement that neither party will contract any new indebtedness upon the credit of the other and that if either should be compelled to pay any future debts of the other, then the party for whose benefits such payments shall have been made will indemnity the other to the full extent of the amount paid, inclusive of interest and legal expenses and court costs, if any.

15. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

16. It is understood and agreed upon between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily and with advice of Counsel.

IN WITNESS WHEREOF, the parties have read this instrument and familiarized themselves with its contents, signed, and executed this instrument this 8 day of May, 1985, as to the Husband, and this _____ day of _____, 1985, as to the Wife.

Lee Edward Hoover
LEE EDWARD HOOVER

Teresa Ann Hoover (Connelly)
TERESA ANN HOOVER (CONNELLY)

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Lee Edward Hoover, the Husband herein, who acknowledged that he executed the within instrument for the purposes contained therein.

WITNESS my hand and official seal at Nashville, Tennessee, this 8th day of May, 1985.

Penny L. Bakill
NOTARY PUBLIC

My commission expires:

April 19, 1989

STATE OF Florida)

COUNTY OF Sarasota)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Teresa Ann Hoover (Connelly), the Wife herein, who acknowledged that she executed the within instrument for the purposes contained therein.

WITNESS my hand and official seal at Sarasota, Florida, This 28th day of MAY, 1985.

Lia B. Peters
NOTARY PUBLIC

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 4, 1986

The Court finds as a matter of fact that the parties have made adequate and sufficient provisions, by written agreement, for the equitable settlement of any property rights between them. The Court further affirmatively finds that the Agreement is sufficient and equitable in all respects.

The Court further affirmatively finds that the parties have made adequate and sufficient provisions, by written agreement, for the custody and maintenance of the parties' children of this marriage; and it is further

ORDERED, ADJUDGED and DECREED by the Court that the Property Settlement Agreement heretofore entered into by the parties to this cause is in all things ratified, approved, and confirmed by the Court, and is made a part of this Decree for all purposes contained herein.

The Husband, Lee Edward Hoover, shall pay all court costs in this cause for which let execution issue if necessary.

ENTERED this 23rd day of July, 1985.

JUDGE

JOE P. BINKLEY, JR.
Attorney for Plaintiff,
Lee Edward Hoover

CERTIFICATE

I hereby certify that a true and exact copy of the foregoing Order was mailed to Ms. Teresa Ann Hoover, c/o Edna Coleman, 3062 Markridge Road, Sarasota, Florida 33581, on the 23rd day of July, 1985.

JOE P. BINKLEY, JR.

BOOK 6687 PAGE 526

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* 23rd *day of* July, *19* 85, *in Case Number* 850-764 *between* Lee Edward Hoover *Plaintiff, and* Teresa Ann Hoover *Defendant, as same remains of record in Book* _____, *Page* _____ *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* 25th *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 _____ *D.C.*

Form #GR-117