IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

MARY CHRISTINE NEAL)

)

vs.)

)

WILL ED NEAL, JR.)

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No. 84D-2560 D. Bayne

map 148 - 3 - Parcel 49

FINAL DECREE OF DIVORCE

This cause came on to be regularly heard this 29th day of January, 1985, before the Honorable James Everett Jr., Judge, upon Plaintiff's complaint for Absolute Divorce, the Defendant having withdrawn his answer thereto, and on motion for default which is granted and a Property Settlement Agreement having been entered into between the parties, and this cause proceeded on an uncontested basis on the ground of Irreconcilable Differences and it appearing to the Court that the said Property Settlement Agreement is an equitable settlement of all property rights between the parties and same should be incorporated herein and made a part of the Final Decree of Divorce. Therefore, from the froegoing, testimony of the plaintiff, statement of counsel and the entire record in this cause, it does appear that Irreconcilable Differences have arisen in the marriage and same should be terminated and the Property Settlement Agreement made a part of the Final Decree of Divorce.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting between Mary Christine Neal and Will Ed Neal, Jr. are hereby forever and perpetually dissolved and the parties restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court, in accordance with 36-801(II) TCA does affirmatively find that the parties have made an adequate and sufficient provision by written agreement for the

equitable settlement of any property rights between the parties and same is hereby made a part of this Final Decree of Divorce, same being in facts and figures as follows:

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARY CHRISTINE NEAL)
Plaintiff)
vs.) 84D-2560
WILL ED NEAL, JR.)
Defendant)

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, in contemplation of a petition for absolute divorce being filed in the Circuit Court for Davidson County, Tennessee, by Mary Christine Neal, hereinafter referred to as "Wife" against Will Ed Neal Jr. hereinafter referred to as "Husband", and;

WHEREAS, certain Irreconcilable Differences have arisen between the parties, thus rendering it impossible for them to live together any longer as husband and wife; and,

WHEREAS, the parties are desirous of settling all matters pertaining to this cause and have agreed as follows:

1. "Wife" shall proceed to trial and attempt to obtain a divorce on the grounds of Irreconcilable Differences and "Husband" waives the issuance of service of process.

2. Both "Husband" and "Wife" agree that they do not own any real property jointly.

3. Both "Husband" and "Wife" agree that they do not have any joint debts.

4. "Wife" shall be awarded the 1975 El Camino automobile which is now in her possession and "Husband" will take the necessary steps to transfer title to "Wife".

5. The real property owned by "Wife" at 1517 Antioch Pike shall remain the real property of the "Wife" and "Husband" shall be divested of any interest in said real property.

6. The parties own jointly the business known as Fast-Sak Market located at 1999 Nolensville Road, Nashville, Tennessee. Both parties agree that all right, title and interest which the "Husband" has in and to the aforementioned business shall be divested from him and the sole and exclusive ownership in said business shall be vested in the "Wife". "Wife" agrees to hold "Husband" harmless from any responsibility thereon. In lieu of "Husband's" equitable interest therein, "Husband" shall be awarded a judgment lien against the aforementioned business in the sum of Ten Thousand Dollars ($10,000.00) which includes a lien on the equipment and inventory until the said Ten Thousand Dollars ($10,000.00) is paid in full. If the business is sold, "Wife" is to pay to "Husband" the full sum of Ten Thousand Dollars ($10,000.00) immediately upon sale. If the business is not sold, "Wife" is to pay the sum of Five Hundred Dollars ($500.00) per month, beginning two (2) years after a divorce is granted and this lien is entered, with no interest. If "Wife" sells business during the time she is making the aforementioned payments, "Wife" shall pay unpaid balance immediately with no interest.

7. Each party shall keep in his or her own possession all personal property which they now have in their possession. Each party states that said property has already been divided to their satisfaction.

"Husband" shall be responsible for Final Court Costs.

IN WITNESS WHEREOF, the parties have read this instrument and are familiar with the contents hereof, and have executed same on the 26th day of January, 1985,

as to "Wife" and the _____day of January, 1985, as to "Husband".

s/
Mary Christine Neal "Wife"

s/
Will Ed Neal, Jr. "Husband"

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within Mary Christine Neal, with whom I am personally acquainted, and who acknowledges that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 26th day of January, 1985.

s/ Peggy M. Barrett
Notary Public

My Commission Expires:

10-19-86

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 Will Ed Neal, Jr., with whom I am personally acquainted, and who acknowledges that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this _____day of January, 1985.

s/
Notary Public

My Commission Expires:

7-22-88

IDENTIFICATION REFERENCE
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REGISTER'S OFFICE
49750

IT IS FURTHER ORDERED, that the plaintiff shall be restored with her fromer married name of Mayfield.

ENTERED this the 4th day of ~~January~~ Feb, 1985.

Honorable James Everett Jr., Judge

APPROVED FOR ENTRY:

Jack Green

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CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing Final Decree of Divorce has been mailed to the Honorable Robert W. Rutherford, Attorney at Law, 306 Nashville City Bank Building, Nashville, Tennessee 37201, this 29th day of January, 1985.

Jack Green

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* Fourth *day of* February, *19* 85, *in Case Number* 84D-2560 *between* Mary Christine Neal *Plaintiff, and* Will Ed Neal, Jr. *Defendant, as same remains of record in Book* 30A, *Page* 449 *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* 4th *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 Virginia Leary *D.C.*

Form #GR-117