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1984 NOV 20 AM 8:05
GEORGE L. ROONER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

MAP 115-2
PAR 057 ltd

RONALD EVERETT HOLLOWAY)

Plaintiff)

BOOK 6706 PAGE 204

VS) NO. 84D-2850

LOYCE M. HOLLOWAY)

Defendant

FINAL DECREE

This cause came on to be heard this 19th day of November, 1984, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the Complaint for Divorce filed by the plaintiff. Upon hearing testimony of plaintiff, statements of counsel for plaintiff and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage.

It is therefore, ORDERED, ADJUDGED AND DECREED that the plaintiff, RONALD EVERETT HOLLOWAY, is hereby awarded an absolute divorce from the defendant, LOYCE M. HOLLOWAY, on the grounds of irreconcilable differences, T. C. A. ¶36-801-II, and he is hereby restored to all the rights and privileges of an unmarried person.

The Court affirmatively finds that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties. The Court hereby approves the Property Settlement Agreement and the said is hereby incorporated in words and figures as follows:

RECD 11/08 81 5 1 8 3 4.

IDENTIFIT REFERENCE

Nov 8 1 20 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

FILED
1984 AUG 29 PM 1:25
GEORGE L. ROSS, CLERK

PROPERTY SETTLEMENT

THIS AGREEMENT made and entered into this 21st day of August, 1984, by and betwen the parties, ~~LOYCE M.~~ MD HOLLOWAY, a citizen and resident of Davidson County, Tennessee, hereinafter referred to as "WIFE", and RONALD EVERETT HOLLOWAY, also a citizen and resident of Davidson County, Tennessee, hereinafter referred to as "HUSBAND":

W I T N E S S E T H:

WHEREAS, HUSBAND and WIFE were married on the 21st day of August, 1958, in Nashville, Tennessee, and have maintained residence in Davidson County, Tennessee, for several years, and have been living separate and apart for four (4) years; and

WHEREAS, there have been two children born of the marriage of HUSBAND and WIFE - Ronald Edward Holloway, age twenty-three (23), and Rhonda Lavon Holloway, age twenty-one (21); and

WHEREAS, HUSBAND contemplates filing a petition for absolute divorce in the Circuit Court of Davidson County, Tennessee, immediately upon execution of this agreement; and

WHEREAS, HUSBAND and WIFE have accumulated an estate; and

WHEREAS, HUSBAND and WIFE desire to settle all matters betwen themselves and also to settle their property rights to their estate, and further desire to have this agreement and settlement made a part of and incorporated into any decree of divorce which may be entered dissolving the marriage of HUSBAND and WIFE, subject to the approval of the Court;

NOW, THEREFORE, IN CONSIDERATION of the premises, and in further consideration of the sum of One ($1.00) Dollar cash in hand paid by HUSBAND to WIFE and by WIFE to HUSBAND, the receipt of which is hereby acknowledged by HUSBAND and WIFE, and in further consideration of the mutual execution of this agreement, it is mutually agreed by and between HUSBAND and WIFE as follows:

1. That this agreement shall be binding on HUSBAND and

WIFE, their heirs, executors, administrators, and assigns, and is the whole and only agreement between HUSBAND and WIFE, and shall not be modified nor varied by parol evidence.

2. That all right, title and interest of HUSBAND in and to certain real estate which was the home of the parties for many years, and where WIFE still resides located at 776 Georgetown Drive, Nashville, Davidson County, Tennessee, and more particularly described immediately hereinafter, be divested out of HUSBAND, and vested in WIFE absolutely and unconditionally, with WIFE assuming the mortgage indebtedness against said real estate, in the original principle sum of approximately Twenty-Five Thousand ($25,000) Dollars, payable in monthly installments of Two Hundred Thirty-Five ($235) Dollars to North Central Financial Corporation of Dayton, Ohio, and which mortgage indebtedness is the only mortgage indebtedness against said real estate, and HUSBAND hereby affirms and acknowledges that he has borrowed no other sum of money against said real estate at any time or for any purpose, and likewise WIFE also affirms and acknowledges that she has borrowed no sum of money against said real estate at any time or for any purpose:

Land in Davidson County, Tennessee, being Lot No. 20 on the Plan of Crest Meade Section I, as of record in Book 2331, Page 153, Register's Office for said County.

Being the same property conveyed to Ronald Everett Holloway and wife, Loyce M. Holloway, by Warranty Deed from Berthal A. Adams, of record in Book 4605, Page 74, Register's Office for Davidson County, Tennessee,

as a division of the marital property of the parties, and WIFE hereby relinquishes any right that she may have to any alimony, past, present or future and will make no further claim against HUSBAND for any sum of money for alimony or a division of marital property, except as provided hereinafter.

3. That HUSBAND hereby transfers ownership of a certain policy of insurance upon his life, being policy number 03344211, in the amount of Ten Thousand ($10,000) Dollars, with The National Life and Accident Insurance Company of Nashville, Tennessee, to WIFE and WIFE hereby assumes all responsibility for the payment of all future premiums for said life insurance policy.

4. That all right, title and interest of HUSBAND in and to all the personal property, including but not limited to all of the furniture, furnishings, appliances or any other personal property of any nature whatsoever, except as listed on Schedule B ~~attached hereto~~ which will be removed prior to Final Hearing By Mutual Consent for Husband, be divested out of HUSBAND and vested absolutely and unconditionally in WIFE, so that HUSBAND shall have all right, title and interest in and to any and all personal property now in his possession, and likewise WIFE shall have all right, title and interest in and to any and all personal property now in her possession.

5. That the 1975 Cheverolet Malibu automobile registered in the name of HUSBAND, and in the possession of and being driven by WIFE be divested out of HUSBAND and vested absolutely and unconditionally in WIFE, and the automobile being driven by HUSBAND and in his possession shall be his property, and each party shall execute any necessary transfer of title to either or both vehicles immediately upon execution of this agreement.

6. That HUSBAND hereby assumes all responsibility and liability for the payment of any and all debts, liabilities or bills incurred by him during the last forty-eight (48) months of separation of the parties, and likewise WIFE hereby assumes all responsibility and liability for the payment of any and all debts, liabilities or bills incurred by her during the last forty-eight (48) months, or from September, 1980.

7. That HUSBAND shall pay the reasonable attorney's fees of J. L. Thompson, III, Attorney of Record for WIFE in the amount of Seven Hundred Fifty ($750) Dollars and the costs of this cause, immediately upon execution of this agreement.

8. It is understood and agreed between the parties that this agreement shall be included verbatim in any final decree entered therein. This agreement shall be construed to be a complete and final settlement of all property rights, alimony, homestead and support obligations between the parties, and all other obligations arising out of the marital relation except for the rights specifically given in this agreement.

9. It is understood and agreed that each of said

parties may, from and after this date, and at all times thereafter, purchase, acquire, inherit, hold, possess, encumber, dispose of and convey any and all classes and kinds of property, both real and personal, as though unmarried and free from the consent, joinder or interference of the other party; it being mutually understood that any property of any kind or character hereafter acquired by either party shall be the sole and separate property of the party so acquiring said property.

10. It is mutually agreed and understood between the parties as part of the consideration for the execution of this instrument, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the agreements entered into under this contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 22nd day of August, 1984.

Loyce M. Holloway
LOYCE M. HOLLOWAY

Ronald Everett Holloway
RONALD EVERETT HOLLOWAY

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 LOYCE M. HOLLOWAY, with whom I am personally acquainted and who acknowledged that she executed the foregoing agreement for the purposes contained therein. Witness my hand and official seal this 27th day of August, 1984.

Diane Marshall
NOTARY PUBLIC

My commission expires 1/15/88.

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 RONALD

EVERETT HOLLOWAY, with whom I am personally acquainted and who acknowledged that he executed the foregoing agreement for the purposes contained therein. Witness my hand and official seal this 22nd day of August, 1984.

NOTARY PUBLIC

My commission expires 7-27-88

APPROVED FOR ENTRY:

J. L. THOMPSON, III
Attorney for WIFE

I hereby certify that this is a true copy of original instrument filed in my office this 29 day of Aug 19 84
GEORGE L. ROOKER Clerk

By
Deputy Clerk

It is ORDERED, ADJUDGED AND DECREED that all provisions of said Property Settlement Agreement are hereby approved and made the judgment of the Court.

The final costs of this cause will be paid by the plaintiff, for which execution may issue if necessary.

This the 19th day of November, 1984.

JUDGE MURIEL ROBINSON

APPROVED FOR ENTRY:

Rick M. Johnson
Attorney for Plaintiff
3221 Nolensville Road
Nashville, TN 37211 (832-0138)

CERTIFICATE

I certify that I have mailed a copy of the foregoing Order to Mr. J. L. Thompson, III, Attorney for Defendant-Wife, 4525 Harding Road, Suite 105, Nashville, TN 37205 and to Mrs. Loyce M. Holloway, 776 Georgetown Drive, Nashville, Tennessee, this 19 day of November, 1984.

Rick M. Johnson

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* Twentieth *day of* November, *19* 84, *in Case Number* 84D-2850 *between* Ronald Everett Holloway *Plaintiff, and* Loyce M. Holloway *Defendant, as same remains of record in Book* 140C, *Page* 1707 *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* 8th *day of* November *in the year one thousand nine hundred and* Eighty-Five *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Virginia Laar *D.C.*

Form #GR-117