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GEORGE L. ROCHER, CLERK
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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LUTHER GRANVILLE GREER
Complainant

vs.

VIRGINIA ELAINE GREER
Defendant

No. 85D-2816

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FINAL DECREE

This cause came on to be heard on the 3rd of December, 1985, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, on the Complaint for Divorce filed by the plaintiff. Upon hearing the 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;

It is, therefore, ORDERED, ADJUDGED and DECREED that the plaintiff, LUTHER GRANVILLE GREER, of 975 Glastonbury Road, Nashville, Tennessee 37215 is hereby awarded an absolute divorce from the defendant, VIRGINIA ELAINE McDANIEL GREER of 531 Inwood Drive, Nashville, Tennessee 37211 on the grounds of irreconcilable difference, T.C.A. 36-4-103, and he is hereby restored to all the rights and privileges of an unmarried person.

Pursuant to T.C.A. 36-4-103 (b), 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 same is hereby incorporated in words and figures as follows:

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PROPERTY SETTLEMENT AGREEMENT

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THIS AGREEMENT made and entered into on this the 26th day of September, 1985, by and between LUTHER GRANVILLE GREER, hereinafter called "HUSBAND", and VIRGINIA ELAINE MCDANIEL GREER, hereinafter called "WIFE";

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable, with HUSBAND having filed an original Complaint for Absolute Divorce in the Fourth Circuit Court of Davidson County, Tennessee bearing Docket No. 85D-2816.

WHEREAS, the parties desire to agree upon and fix their rights and duties, respecting their respective estates, and any and all matters concerning their respective rights and duties by reason of the marital relationship.

The parties further desire that this Agreement be approved by the Court and be incorporated verbatim into any decree of divorce which may be entered dissolving their marriage.

NOW THEREFORE, in settlement, adjustment and compromise of all property rights and all matters arising by reason of the marital relationship and in consideration of the mutual promise and convenants hereinafter set forth, the parties hereto agree and convenant as follows:

I. HOMEPLACE

Parties homeplace located at 531 Inwood Drive, Nashville, Davidson County, Tennessee, 37211, will be conveyed to WIFE with the following agreement:

A. In the event WIFE should sell the home, twenty percent (20%) of the gross proceeds received from the sale of the home will be transferred to HUSBAND. Gross proceeds are agreed as the gross amount for which the homeplace is purchased by buyer before deductions of any costs assessed to seller.

B. In the event WIFE should remarry, WIFE agrees that:

1) Homeplace will be sold and WIFE will transfer to HUSBAND twenty percent (20%) of gross proceeds received from sale as described in paragraph I(A) or

2) Homeplace will be retained and HUSBAND will be paid a sum equal to twenty percent (20%) of the fair market value of the home on the date of remarriage by WIFE. In the event the parties are unable to agree on the fair market value, three (3) independent appraisers shall be appointed, one (1) by WIFE and two (2) by HUSBAND. WIFE agrees to pay cost of appraisals. An average of the three (3) values received shall constitute the fair market value for the determination of HUSBAND's percentage share.

C. In the event of WIFE's death without remarriage, the property shall be sold with twenty percent (20%) of the gross proceeds as described in paragraph I(A) being transferred to HUSBAND. WIFE agrees that the remaining eighty percent (80%) will be equally divided among the parties four (4) adult children, their heirs or assigns.

D. In the event HUSBAND predeceases WIFE, the property will be WIFE's free and clear of any claims from HUSBAND's estate.

E. In the event HUSBAND shall remarry, the property will be WIFE'S free and clear of any claims by HUSBAND.

HUSBAND and WIFE agree to execute any instruments necessary for proper conveyance of said property with a copy of the final divorce decree setting forth the above provisions being recorded in the register's office, Davidson County, Tennessee. Each party shall be responsible for their own attorney's fees involved in making said transfers.

II. OTHER REAL PROPERTY

Title to certain real property located at 356 Hester Street, Nashville, Davidson County, Tennessee owned solely by HUSBAND shall remain vested in HUSBAND free and clear of any claims by WIFE.

III. VEHICLES

A. Title to a certain 1979 Ford Fairmont automobile presently in possession of WIFE shall vest in WIFE free and clear of any claims by HUSBAND.

B. Title to a certain 1981 Ford pick-up truck presently in the possession of HUSBAND shall remain vested in HUSBAND free and clear of any claims by WIFE.

IV. BOAT

Title to a certain 1978 Bumble Bee boat presently in the possession of HUSBAND shall remain vested in HUSBAND free and clear of any claims by WIFE.

V. OTHER ASSETS

All household furniture and furnishings, appliances, riding lawnmower and other personal property heretofore owned and used by the parties shall vest in WIFE as her sole and separate property free and clear of any claims by HUSBAND with the exception of quilts handmade by HUSBAND's mother which shall be divided equally between the parties, and with the exception of the following items which shall vest solely in HUSBAND free and clear of any claims by WIFE:

a. Living room furniture currently stored in the basement of 531 Inwood Drive, Nashville, Davidson County, Tennessee.

b. Oak bedroom furniture currently stored in the basement of 531 Inwood Drive, Nashville, Davidson County, Tennessee.

c. White 2 door refrigerator currently stored in the basement of 531 Inwood Drive, Nashville, Davidson County, Tennessee.

d. Cedar chest handmade by HUSBAND'S father.

e. Guns and hunting knives

f. Tools

g. Fishing gear

h. All personal property of the HUSBAND

Any other property in the name of or in the possession of either party shall be and remain as property of that respective party without claim or interference by other party.

VI. DEBTS

Each party warrants there are no outstanding debts of the marriage except for current utility bills including and limited to water, electricity, and telephone and a bill to Castner Knott in the amount of approximately one thousand seven hundred dollars ($1700.00) for carpet in the home located at 531 Inwood Drive, Nashville, Davidson County, Tennessee. HUSBAND agrees to pay said outstanding utility debts incurred through August, as well as the outstanding debt on carpet to Castner Knott. WIFE agrees to assume any other outstanding utility debts incurred after October 1, 1985. HUSBAND and WIFE shall respectively assume the responsibility of any and all debts

incurred by each of them subsequent to October 1, 1985 and shall hold the other party harmless from any responsibility thereon.

VII. ATTORNEY'S FEES AND COURT COSTS

Each party agrees to be responsible for the payment of his or her own attorney's fees. HUSBAND agrees to pay court costs.

THAT parties hereto agree and acknowledge that this Agreement is entered into by each of them with full knowledge on the part of each of them of the extent and probable value of all property estate of the parties jointly and personally and each of the parties hereby forever releases and surrenders all of his or her rights, title and interest, material or otherwise, in and to all of the estate whether, real, personal, intangible or mixed, now owned and hereinafter acquired of or by the other party, except as he or she may be bound by the promises and convenants contained in this Agreement.

Both parties further agree that this Agreement is subject to the approval of the Court in the event a divorce is granted to either party herein. However, in the event that no divorce is granted to the husband or either party in this matter, then this Agreement is of no force and effect. If approved by the Court, then this Agreement is the full, final, and complete settlement of the rights and interest of the parties in and to the personal and real property of the same and is entered into by them of their own free will and accord and will be incorporated into any final decree of divorce which shall be rendered by the Court. The circumstances of the parties may change.

This the 26th day of September, 1985.

/s/ VIRGINIA ELAINE MCDANIEL GREER
VIRGINIA ELAINE MCDANIEL GREER

/s/ Carol J. Norris
WITNESS

/s/ Luther Granville Greer
LUTHER GRANVILLE GREER

/s/ Mary D. Colley
WITNESS

State of Tennessee)
County of Davidson)

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Personally appeared before me, the undersigned, a Notary Public in and for said County and State, LUTHER GRANVILLE GREER, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this the 26th day of September, 1985.

Mary D Colley
NOTARY PUBLIC

My Commission Expires: July 9, 1989

State of Tennessee)
County of Davidson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, VIRGINIA ELAINE MCDANIEL GREER, with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this the 27th day of September, 1985.

/s/ Carol J. Norris
NOTARY PUBLIC

My Commission Expires: April 19, 1987

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

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This the 3rd day of December, 1985.

JUDGE

APPROVED FOR ENTRY:

Mary D. Colley

MARY D. COLLEY
Attorney for Plaintiff
2500 Hillsboro Road, Suite 35
Nashville, Tennessee 37212
(615) 298-2523

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been mailed to the defendent, Virginia Elaine McDaniel Greer, 531 Inwood Drive, Nashville, Tennessee 37211 on this the 3rd day of December, 1985.

Mary D. Colley
Mary D. Colley
Attorney for Plaintiff

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* 3rd *day of* December, *19* 85, *in Case Number* 85C-2816 *between* LUTHER GRANVILLE GREER *Plaintiff, and* VIRGINIA ELAINE GREER *Defendant, as same remains of record in Book* 149B, *Page* 933 *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* December *in the year one thousand nine hundred and* eighty-five *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Ann Locke, *D.C.*