MAP / PAR.

146C/1185

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

BOOK 6736 PAGE 578

NELLIE FRANCES (RUSSELL) LEGAN )
)
VS. ) NO. NO. 85D-1347
)
JEROME ENOCH LEGAN )

MAP 61-2
PAR 040 00

FILED
'85 AUG 15 PM 2 17
GEORGE L. POLLARD, CLERK
BY [illegible] D.C.

FINAL DECREE

This cause came on to be heard on the 15th day of August, 1985 before Honorable Muriel Robinson, Judge, Fourth Circuit Court, Davidson County, Tennessee, upon the Wife's Complaint for Absolute Divorce, Notarized Property Settlement Agreement signed by the paries herein, testimony of the Wife heard in open Court, statement of counsel and upon the entire record from all of which the Court finds: that the parties have irreconcilable differences; that the Wife's Complaint for Divorce has been on file for more than sixty days; that the parties have no minor children and that the parties have entered into a notarized Property Settlement Agreement.

It is therefore ORDERED and DECREED by the Court that the Wife, Nellie Frances (Russell) Legan, be and is hereby awarded an absolute divorce from the Husband, Jerome Enoch Legan, upon the grounds of irreconcilable differences and the parties are restored to all the rights and privileges of unmarried persons.

It is further ORDERED and DECREED by the Court that the notarized Property Settlement Agreement as signed by the parties herein is affirmatively found by the Court to make an equitable and fair settlement of any property rights as between the parties and is hereby approved by the Court and is made the Judgment of the Court, said notarized Property Settlement Agreement being more particularly set forth in words and figures as follows:

PREPARED BY:
TERRY E. McWABB
ATTORNEY AT LAW
P.O. BOX 765
MADISON TN. 37115

IN THE CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

NELLIE FRANCES (RUSSELL) LEGAN )
)
VS. ) NO. 850-1347
)
JEROME ENOCH LEGAN )

FILED
1985 AUG 15 PM 2:17
CLERK & MASTER, DAVIDSON CO., TENN.
D. Gentry D.C.

PROPERTY SETTLEMENT AGREEMENT

Jerome Enoch Legan, hereinafter called the "Husband" and Nellie Frances (Russell) Legan, hereinafter called the "Wife" have certain irreconcilable differences and the "Wife" having filed contemporaneously with the filing of this Agreement, an action for absolute divorce in the FOURTH Circuit Court of Davidson County, Tennessee under Docket No. 850-1347 and the parties desiring to settle their respective differences, enter into this Agreement.

Now, in consideration of the mutual covenants and promises herein made and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree and contract as follows:

1. That all of the "Husband's" right, title and interest in and to their home located at 712 Marswen Drive, Nashville, TN 37216, be divested from him and reinvested in the "Wife" in fee simple. Said property is more particularly described as follows:

> Real estate in Davidson County, Tennessee, as follows: Being Lot No. 280 on the Plan of Gra-Mar Acres, Section 7, of record in Book 2331, page 80, Register's Office for said County, described as follows:
>
> Said Lot No. 280 fronts 100 feet on the southerly side of Marswen Drive and runs back between parallel lines 200 feet to a dead line.
>
> Being the same property conveyed to Jerome E. Legan and Wife, Frances Legan, by deed from James S. Patrick, Jr. and Wife, Dorothy Power Patrick, of record in Book 3790, page 924, Register's Office, Davidson County, Tennessee.

The "Wife" shall be responsible to pay the remaining mortgage balance on the said home, holding the "Husband" harmless on the said debt.

2. The parties acknowledge that they have heretofore have received a fair and equitable division of all furniture and household goods and each shall receive what they now have in their custody and possession.

3. The "Wife" shall be awarded the 1984 Buick Regal automobile and shall pay the outstanding obligation owed thereon to G.M.A.C. The "Husband" shall sign any document necessary to transfer the lawful title of this automobile to the "Wife".

4. The "Husband" shall be awarded the 1984 Chevrolet Chevette automobile and the "Wife" shall sign any document necessary to transfer the legal title to the "Husband".

5. The "Wife" shall keep all retirement benefits, Savings Bonds or other money or deposit which she has through her employer, South Central Bell, and the "Husband" agrees to allow the "Wife" to designate the parties son, David Keith Legan, as beneficiary on all such benefits.

6. The "Husband" shall be awarded all benefits of any nature and description which he has through his employer, St. Regis Printing Co.

7. The parties acknowledge that they have heretofore equitably divided all savings accounts and other money which they owned and accumulated during their marriage.

8. The "Wife" agrees to pay her Cain-Sloan account and the "Husband" shall pay any other charge accounts or debts which he has incurred.

9. The "Wife" agrees to pay her attorney fees and the Court costs of this cause.

10. The parties agree and acknowledge that this is a fair and equitable division of the marital assets as between the parties and it is adequate and sufficient in all regards. They further acknowledge that they have signed this Agreement of their own free will and without duress. They further understand and agree that should the Court approve this Agreement, it may be incorporated into any Final Decree of Divorce awarded in this cause.

Nellie Frances Legan
WIFE

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, NELLIE FRANCES (RUSSELL) LEGAN, with whom I am personally acquainted and who makes oath that she signed the foregoing for the purposes contained therein.

Evelyn F. Dengefield
NOTARY PUBLIC

My Commission Expires: July 17, 1988.

Jerome Enoch Legan
HUSBAND

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, JEROME ENOCH LEGAN, with whom I am personally acquainted and who makes oath that he signed the foregoing for the purposes contained therein.

Jerry E. McClain
NOTARY PUBLIC

My Commission Expires: 1/19/88.

It is further ORDERED and DECREED by the Court that the Wife herein, Nellie Frances (Russell) Legan pay the costs of this cause for all of which let execution issue if necessary.

It is so ORDERED and DECREED by the Court.

Enter this the 15th day of August, 1985.

JUDGE

APPROVED FOR ENTRY:

ATTORNEY FOR WIFE

CERTIFICATE OF SERVICE

I certify that a copy of this Final Decree has been mailed to the Husband at his last known address, Apartment B-309, Chestnut Hill Villa Apartments, Due West Avenue, Madison, TN 37115, this the 15th day of August, 1985.

ATTORNEY

I hereby certify that this is a true copy of original instrument filed in my office this 16th day of December 19 85.
GEORGE L. ROOKER Clerk
By S. Langford
Deputy Clerk

12/16 15.0 - CASH

DEC 16 10 51 AM '85

IDENTIFICATION REFERENCE

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