146A/2547

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1985 JUL 19 PM 3:41

GEORGE L. HOOKER, CLERK

D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 6756 PAGE 140

JESSIE LEE FLY, Complainant	)	
v.	)	NO. 85D-619
ROSA LEE MOORE FLY, Defendant	)	Map 92-6 Pars 427 & 428

FINAL DECREE

This cause came to be heard before the Honorable Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the 19th day of July, 1985, upon the original Complaint for Absolute Divorce filed by Complainant and upon a written and duly executed agreement by and between the parties, and upon the testimony of Complainant and argument of counsel, from all of which the Court finds that irreconcilable differences have arisen between the parties in their marriage relationship, thereby entitling the Complainant to an absolute divorce under the terms and conditions of T.C.A. Section 36-801(II).

The Court further affirmatively finds that the written agreement submitted by the parties does make equitable settlement of all property rights between the parties, and should be and is hereby approved as fully set forth in the Property Settlement Agreement as follows:

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PROPERTY SETTLEMENT AGREEMENT

This Agreement is entered into by and between JESSIE L. FLY, hereinafter referred to as "Husband," and ROSA LEE FLY, hereinafter referred to as "Wife," subject to the following terms and conditions:

WITNESSETH:

WHEREAS, Husband has instituted divorce proceedings against Wife in the Circuit Court for Davidson County, Tennessee, Civil Action Number 85D-619; and

WHEREAS, the parties have reached an agreement regarding their property; and

WHEREAS, the parties agree to obtain a divorce on the ground of irreconcilable differences; and

WHEREAS, it is the desire of the parties to settle their differences with respect to all property rights and obligations without the necessity of a full hearing;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the foregoing premises, and in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

1. DIVORCE. It is hereby agreed by the parties that this Court shall grant a divorce to the Husband on the ground of irreconcilable differences, and the Wife shall be restored to all of the rights and privileges of an unmarried person.

2. ALIMONY. The parties agree that no alimony is to be paid.

3. NO MINOR CHILDREN. The parties have no minor children.

4. REAL PROPERTY. The parties own real property located at 803 Lena Street, which is more fully described as follows:

> Being the northerly 22 feet of Lot No. 18 and the southerly 21 feet of Lot No. 17, on the Map of Lenacourt, as of record in book 1835, page 8, Register's Office for said County.
>
> Said parts of said lots adjoin and front together 43 feet on the westerly side of Lena Street and run back between parallel lines 128 feet to a dead line.
>
> Being part of the property conveyed to Mallernee Realty Company, Incorporated, by deed from Allie Mae Hayes, et al, of record in book 1850, page 176, said Register's Office.

This conveyance is made subject to set-back line of record in book 1835, page 8, and 10-foot easement for public utilities.

Land in Davidson County Tennessee, Being part of Lot No. 18 Lena Court Re-Subdivision of Parts Lot 1, 2, 3, 4, 5, 6, 8, & 15 in Lapsley's Subdivision of Tract 17 of Boyd McNairy Tract, said part of Lot 18 fronts 20 feet on westerly side of Lena Street and extends back between parallel lines 128 feet to a dead line in the rear, being part of the same property conveyed to Mallernee Realty Company, by deed from Allie Mae Hayes & others Book 1850 Page 176 said Register's Office Davidson County, Nashville, Tennessee.

Wife hereby agrees to and does hereby quitclaim any right, title and interest she may have in the property to Husband in consideration of which Husband shall pay to Wife the sum of Three Thousand Five Hundred Dollars ($3,500.00).

5. PERSONAL PROPERTY. The parties have divided their personal property and shall retain said property presently in their possession.

6. OUTSTANDING INDEBTEDNESS. Husband and Wife each agree to be responsible for all debts incurred by them, individually, during their marriage, and to hold the other harmless for any such liabilities. The parties know of no joint debts, but any joint debts discovered after the signing of this Agreement shall be divided equally between the parties.

7. ATTORNEYS' FEES AND COURT COSTS. Each party will be responsible to their respective attorneys for any attorney fees. Husband agrees to pay all Court costs.

8. FUTURE ACQUIRED PROPERTY. It is mutually understood by the parties 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 it.

9. MARITAL RIGHTS. It is further understood and agreed that this Property Settlement is intended to be a final settlement of the property rights of the respective parties. Each party hereby waives and relinquishes to the other all rights or claims, not herein mentioned, that each may have against the other, including, but not limited to, statutory allowances, homestead rights, rights to take action against the will of the other, inheritance, insurance,

descent or distribution, dower, curtesy, or any other inheritance or marital rights the parties may have acquired by virtue of their marriage. This Agreement shall be binding and inure to the benefit of the parties hereto, their personal representatives, heirs, and assigns.

10. MUTUAL UNDERSTANDING. It is understood and agreed between the parties that this Agreement was entered into without undue influence, fraud, coercion, collusion, or misrepresentation, or for any other reason not herein stated. The provisions of this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that this Agreement is fair and equitable and is being entered into voluntarily.

11. INTERPRETATION. This Agreement shall be governed by and interpreted consistent with the laws of the State of Tennessee.

7-5-85
DATED

Jessie Lee Fly
JESSIE L. FLY
"Husband"

7-5-85
DATED

Rosa Lee Fly
ROSA LEE FLY
"Wife"

Sworn to and subscribed before me this 5-24 day of July, 1985.
Witness my hand and official seal.
Notary Public

My commission expires July 3, 1989

IT IS THEREFORE ORDERED, that the bonds of matrimony heretofore existing between the parties should be, and the same hereby are, forever and perpetually dissolved, that the Complainant be and is hereby awarded an absolute divorce from Defendant, and that the parties are restored to all of the rights and privileges of unmarried persons; it is further

ORDERED, that the agreement for property settlement submitted by the parties should be, and the same hereby is, adopted and incorporated by reference into this Final Decree as fully set out herein; it is further

ORDERED, that the costs of this cause are taxed against the Husband, for which execution may arise if necessary.

ENTERED, this the 19th day of July, 1985.

JUDGE

APPROVED FOR ENTRY:

THOMAS C. NANCE
Attorney for Complainant
One Church Street, Suite 400
Nashville, Tennessee 37201
(615) 242-3725

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree was placed into the United States Mail, postage prepaid, and addressed to Rosa Lee Fly, 219 North 32nd Street, Louisville, Kentucky 40212, this the 19th day of July, 1985.

THOMAS C. NANCE

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IDENTIFICATION REFERENCE

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FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN

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* 19th *day of* July, *19* 85, *in Case Number* 85D-619 *between* Jessie Lee Fly *Plaintiff, and* Rosa Lee Moore Fly *Defendant, as same remains of record in Book* 146A, *Page* 2547 *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* 6th *day of* January *in the year one thousand nine hundred and* eighty-six *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By K. Langford *D.C.*

Form #GR-117