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IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

EFFIE ELAINE BRYANT,

Plaintiff,

VS.

MICHAEL WAYNE BRYANT,

Defendant.

DOCKET NO. 85D-2317

BOOK 6846 PAGE 367

FINAL DECREE

This cause came on to be heard before the Hon. James R. Everett, Judge, on this the 28th day of February, 1986, upon the Complaint for Divorce filed by Plaintiff, EFFIE ELAINE BRYANT, against Defendant, MICHAEL WAYNE BRYANT, Answer of Defendant, signed and notarized Property Settlement Agreement entered into by and between Plaintiff and Defendant, testimony of Plaintiff in open Court that there have been irreconcilable differences between the parties, statement of Counsel, and from the entire record, from all of which the Court finds that Plaintiff should be granted an Absolute Divorce from Defendant on the grounds of irreconcilable differences, and the Court specifically finds that adequate and complete and reasonable support and maintenance has been made and provided for in said Property Settlement Agreement for the one minor child of the parties, and that the property agreement between the parties is fair, just and equitable and said Property Settlement Agreement is hereby specifically approved, and the Court further specifically finds unless specifically ordered by the Court such support shall not be reduced or pro-rated for the minor child; it is, therefore

ORDERED, ADJUDGED and DECREED by the Court that the Bonds of Matrimony heretofore subsisting by and between these parties is hereby forever dissolved and Plaintiff is granted an Absolute Divorce from Defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED that the property settlement agreement be and the same is hereby incorporated and copied herein verbatim as follows:

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

EFFIE ELAINE BRYANT,

Plaintiff,

vs.

DOCKET NO. 85D-2317

MICHAEL WAYNE BRYANT,

Defendant.

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, Plaintiff, EFFIE ELAINE BRYANT, hereinafter called wife, has filed suit against Defendant, MICHAEL WAYNE BRYANT, hereinafter called husband, in the Circuit Court of Davidson County, Tennessee and said suit is pending, and

WHEREAS, the parties desire to settle their marital and property rights in accordance with the agreements herein contained.

NOW, therefore for and in consideration of the mutual promises and agreements the parties hereby contract and agree as follows:

1. Wife shall have custody and control of the minor child of the parties, MICHAEL WAYNE BRYANT, age 4, with reasonable rights of visitation given to husband, and husband agrees to pay wife the sum of $100.00 per week as support and maintenance for the minor child.

2. All right, title and interest in and to the home of the parties along with an extra lot with a small house thereon located at 416 McClellan Place, Nashville, Tennessee 37211 which the parties own as tenants by the entirety shall be divested out of husband and vested in wife as her sole and absolute property by a Court decree or by Quitclaim Deed executed by the husband when this divorce is final.

3. Husband and wife agree to pay one-half each of all medical, doctor and dental bills for the minor child not covered by insurance.

4. All household goods and furnishings located in the home of the parties shall be and become the sole property of the wife.

5. Wife shall have the 1980 Datsun automobile in her name alone and husband shall execute the necessary papers at his Credit Union in order to transfer this title to the wife.

6. Husband shall have the Jeep Waggoner and Yamaha Motorcycle.

7. Wife agrees to pay the loan at the Credit Union at Baptist Sundal School Board which represents money owed for Central Air and Heat on the home until fully paid.

8. Wife agrees to pay the first mortgage on the home at Fidelty Federal Savings and Loan Association and the second mortgage on the home at the Baptist Sundal School Board Credit Union and hold husband harmless from same, husband agrees to pay the loan on the Jeep Waggoner and hold wife-harmless and pay the Yamaha Motorcycle loan and hold wife harmless.

9. Husband shall own free and clear from any claim of the wife the rifles and pistols now in the home of theparties obtained by the husband as a result of a recent Gun Shop operation.

This is a full, true and complete property settlement agreement hereby settling the marital and property rights of these parties and each acknowledge they will have no further or other claim against each other as a result of the marriage relationship and they hereby specificially waive any claim they may have in the nature of alimony, support and maintenance or any other claim.

This property settlement agreement shall be incorporated in the Final Decree of Divorce and approved by the Court.

Husband agrees to keep all life insurance policies now in full force, effect and current with the minor child as beneficiary and remain in effect until said child reaches eighteen years of age.

/s/ Effie Elaine Bryant
EFFIE ELAINE BRYANT

Sworn to and subscribed before me this 7th day of Feb., 1985.

Margaret Gunselman
NOTARY PUBLIC
My Commission Expires: 7-26-86.

/s/ Michael W. Bryant
MICHAEL WAYNE BRYANT

Sworn to and subscribed before me this 22 day of January, 1985.

Wanda Couch
NOTARY PUBLIC
My Commission Expires: 11-12-89.

It is, further ORDERED that all right, title and interest in and to the following described real estate is hereby divested out of Defendant, MICHAEL WAYNE BRYANT and vested in Plaintiff, EFFIE ELAINE BRYANT, as her sole and absolute property:

LAND in Davidson County, Tennessee, being Lots 8 and 9 on the plan of Radnor Place Subdivision, of record in Book 421, page 58, said Register's Office.

SAID Lots Nos. 8 and 9 front together 100 feet on the northerly side of Radnor Terrace, formerly McClelland Avenue, and runs back between parallel lines 192 feet more or less to a dead line.

BEING the same property conveyed to Michael W. Bryant and wife, Elaine R. Bryant by deed from the heirs at law of W. K. Givens and Effie L. Givens, as of record in Book 5332, page 808, Register's Office for Davidson County, Tennessee.

It is, further ORDERED that the home address of Plaintiff, EFFIE ELAINE BRYANT, is 416 McClelland Place, Nashville, Tennessee 37211 and the home address of Defendant, MICHAEL WAYNE BRYANT, is 3811 Bunny Drive, Nashville, Tennessee 37211.

Costs are adjudged equally between Plaintiff and Defenant for which execution may issue if necessary.

JUDGE
3-4-86

APPROVED FOR ENTRY:

ATTORNEY FOR PLAINTIFF

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C E R T I F I C A T E

I certify that a copy of this Final Decree has been mailed to Plaintiff, EFFIE ELAINE BRYANT, 416 McClellan Place, Nashville, Tennessee 37211, to Defendant, MICHAEL WAYNE BRYANT, 3811 Bunny Drive, Nashville, Tennessee 37211 and to Joe P. Binkley, Jr., Attorney at Law, 174 Third Avenue North, Nashville, Tennessee 37201-1898 this 28th day of February, 1986.

A. Philip Sadler

FILED
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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE
97205

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* 4th *day of* Mar, *19*86, *in Case Number* 854-2317 *between* Effie Elaine Bryant *Plaintiff, and* Michael Wayne Bryant *Defendant, as same remains of record in Book* 33A, *Page* 192 *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* 24th *day of* Apr *in the year one thousand nine hundred and* 86 *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By L Apr, *D.C.*

Form #GR-117