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FILED

1986 MAY 28 AM 9:10

BOOK 6876 PAGE 930

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

K Langford

EUDORA W. ETHERIDGE)
)
VS.) NO. 85D-3117
)
JAMES E. ETHERIDGE)

Map 71-11 Par 141 Is

FINAL DECREE

This cause came on to be heard on the 13th day of May, 1986, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Plaintiff's Complaint for Absolute Divorce; upon the Property Settlement Agreement, which provides for the division of the parties' respective rights and interest in all jointly-owned property, and apportionment of the parties' debts; and upon all the pleadings, from all of which the Court affirmatively finds that the allegations of Plaintiff's Complaint are sustained by the proof in that there exists such irreconcilable differences between the parties as would entitle Plaintiff to an absolute divorce; that the Property Settlement Agreement heretofore executed by the parties is a fair and complete apportionment of the martial property and debts, and should be approved; and that the sixty day waiting period, as required by statute, has elapsed.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that Plaintiff, EUDORA W. ETHERIDGE, be, and is hereby, awarded an absolute divorce from Defendant, that the Plaintiff be restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

The original Property Settlement Agreement is hereby approved by the Court, and each and every provision of said Agreement is hereby made the Decree of the Court, said agreement which is as follows:

IDENTIFI REFERENCE

JUN 4 11 17 AM '86

FELIX Z. WISEMAN REGISTER
DAVIDSON COUNTY, TN

07192

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

EUDORA W. ETHERIDGE)
)
VS.) NO. 85D-3117
)
JAMES E. ETHERIDGE)

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson County, Tennessee, a divorce proceeding styled EUDORA W. ETHERIDGE, hereinafter referred to as "Wife," vs. JAMES E. ETHERIDGE, hereinafter referred to as "Husband," under docket number 85D-3117 , and

WHEREAS, both parties have suffered certain irreconcilable differences in their marriage, and are living separate and apart, and it further appears that there is no hope for reconciliation, and

WHEREAS, the parties desire to enter into a Property Settlement Agreement to settle and adjudicate all property matters of the parties, and to tender the same to the Court for approval in the event a divorce is granted in this cause, and

WHEREAS, both parties are aware of their possessions and obligations, one to the other, and

WHEREAS, both parties are aware of their legal rights insofar as any contemplated court action is concerned,

NOW, therefore, for and in consideration of the premises hereinabove stated and the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the parties agree as follows:

1. Wife shall retain as her sole and separate property, free from all claims of Husband, her personal clothing and personal effects now in her possession.

2. Husband shall retain as his sole and separate property, free from all claims of Wife, his personal clothing and personal effects now in his possession.

3. All the parties' household furniture, appliances, and furnishings shall be the sole property of Wife, as most of same was the property of Wife prior to the parties' marriage.

4. Wife shall retain as her sole and separate property, free from all claims of Husband, the 1973 AMC Gremlin Automobile which is titled in her name.

5. Husband shall assume sole and separate responsibility for payment of the Associate Financial Services debt and shall hold Wife harmless from any liability therefore.

6. Husband agrees to pay all debts incurred in his name, including, but not limited to, the Associates Financial Services debt.

7. The parties acknowledge that there are no other joint debts except as herein mentioned. Each party hereby assumes sole and separate responsibility for the payment of his or her own debts and agrees to hold the other party harmless from any liability therefore.

8. Husband agrees to pay the Court costs incurred int his cause of action.

9. Husband agrees to transfer all of his right, title and interest in the parties marital residence located at 330 Marshall, Nashville, Tennessee to wife, the legal description of such is as follows: LAND in Davidson County, Tennessee, being Lot No. 7 in S.A. Buchanan's Subdivision of Lots 4,5,6,12,13,18,19,24,25,30 and 31 of the Trinity Heights Addition, which plan is of record in Book 547, page 166, of the Register's for Davidson County, TN. SAID Lot No. 7 fronts 50' on the southerly side of Marshall Street and extends back in a southerly direction between parallel lines, 150' to an alley.
BEING the same property conveyed to Lloyd D. Edwards by deed from James N. Gunter and Bettye F. Browne, a partnership, of record in Book 5514, page 709, said Register's Office.

10. Husband agrees to transfer title to a 1970 Chevrolet Suburban Truck to wife and further agrees to execute all documents necessary to divest himself of his respective interest and vest it soley in the name of Wife.

This is a full, final and complete statement, adjudicating all the rights of the respective parties hereto. The parties further agree to sign any and all instruments, documents, titles, covenants, or other

Husband acknowledges that by the execution of this notarized Property Settlement Agreement he is waiving the requirement of personal service of process and that he is submitting to the jurisdiction of the Court for the purposes of the divorce proceeding.

The parties acknowledge that they have read this instrument in its entirety and have signed it freely and voluntarily, and without duress or coercion.

Dated: 7/15/85 Eudora W Etheridge
EUDORA W. ETHERIDGE

Dated: 7-15-85 James E. Etheridge
JAMES E. ETHERIDGE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 15th day of July, 1985, personally appeared before me EUDORA W. ETHERIDGE, to me known to be the person described herein as Wife, who made oath that she executed the foregoing Agreement and acknowledged that she executed the same as her own free act and deed.

Billie J. Johnson
Notary Public

My Commission Expires:
2-28-87

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 15th day of July, 1985, personally appeared before me JAMES E ETHERIDGE, to me known to be the person described herein as Husband, who made oath that he executed the foregoing Agreement and acknowledged that he executed the same as his own free act and deed.

Billie J. Johnson
Notary Public

My Commission Expires:
2-28-87

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause shall be, and are hereby, taxed against the Defendant.

It is further ORDERED, ADJUDGED and DECREED by the Court that all the right, title and interest of the Defendant in and to the parties' residence located at 330 Marshall, Nashville, Tennessee, the legal description of such is as follows:

> LAND in Davidson County, Tennessee, being Lot No. 7 in S. A. Buchanan's Subdivision of Lots 4, 5, 6, 12, 13, 18, 19, 24, 25, 30 and 31 of the Trinity Heights Addition, which plan is of record in Book 547, page 166, of the Register's Office for Davidson County, Tennessee. SAID Lot No. 7 fronts 50' on the southerly side of Marshall Street and extends back in a southerly direction between parallel lines, 150' to an alley.
>
> BEING the same property conveyed to Lloyd D. Edwards by deed from James M. Gunter and Bettye F. Browne, a partnership, of record in Book 5514, page 709, said Register's Office.

shall be and is hereby divested out of the Defendant and is vested solely in the Plaintiff.

It is finally ORDERED, ADJUDGED and DECREED by the Court that execution may issue to enforce any of the provisions of this Decree.

Enter this 27th day of May, 1986.

Marcel Robinson
JUDGE

APPROVED FOR ENTRY:

Joseph L. Mercer III

JOSEPH L. MERCER, III
Attorney for Plaintiff
301 Trial Lawyers Building
430 Third Avenue, North
Nashville, TN 37201
(615) 244-2718

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing Final Decree has been mailed to the Defendant, James E. Etheridge, 779 Valeria Street, Nashville, Tennessee 37210 on this the 13th day of May, 1986.

JOSEPH D. MERCER, III

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* 13th *day of* May, *19*86*, in Case Number* 85D-3117 *between* Eudora W. Etheridge *Plaintiff, and* James E. Etheridge *Defendant, as same remains of record in Book* 153A*, Page* 524 *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* 4th *day of* June *in the year one thousand nine hundred and* eighty-six *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____, *D.C.*

Form #GR-117