(149-2-A-5 153A/450

FILED

1986 MAY 27 PM 3:44

GEORGE L. HOOKER, CLERK

IN THE FOURTH COURT FOR DAVIDSON COUNTY, TENNESSEE

JEFFREY DEAN HAND)

VS.) NO. 86D-627

PAMELA DARBY GAVEL HAND)

BOOK 6890 PAGE 884

FINAL DECREE

This cause came on to be heard on the 27th day of May, 1986, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the complaint for absolute divorce, service of process having been made upon the defendant, statement of counsel and testimony of the plaintiff in open Court, and the entire record in this cause, where it appears to the Court that the plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences. The Court affirmatively finds that the Property Settlement Agreement entered into between the parties has made adequate and sufficient provisions for the equitable settlement of any property rights between the parties;

IT IS, THEREFORE, ORDERED ADJUDGED AND DECREED that the plaintiff, Jeffrey Dean Hand, is granted an absolute divorce from the defendant, Pamela Darby Gavel Hand, on the grounds of irreconcilable differences and is hereby restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement, heretofore executed by the parties is hereby adopted in its entirety as an order of this Court and more particularly set out as follows, to wit:

7291 06/16 24.00- CHECK 11882

IDENTIFICATION REFERENCE

JUN 18 3 27 PM '86

FELIX Z. HALEY, CLERK & MASTER
DAVIDSON COUNTY, TN

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this the 2d day of May, 1986, by and between JEFFREY DEAN HAND, hereinafter called "husband", and PAMELA DARBY GAVEL HAND, hereinafter called "wife":

W I T N E S S E T H

WHEREAS, the parties have encountered marital difficulties which are apparently irreconcilable, with the result that Mr. Hand instituted divorce proceedings against Mrs. Hand on March 4, 1986, same being Civil Action No. 86D-627 in the Fourth Circuit Court for Davidson County, Tennessee; and

WHEREAS, the parties hereto are mutually desirous of adjusting certain property rights between themselves; and,

WHEREAS, the parties further desire to comply with the conditions precedent to the granting of a divorce on the basis of irreconcilable differences under T.C.A. 36-801;

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. That the husband be granted an absolute divorce from the wife on the grounds of irreconcilable differences, and that he be restored to all the rights and privileges of a single person.

2. The husband agrees to quitclaim to the wife all of his right, title, and interest in a tract of land known as 549 Picadilly Row, Antioch, Davidson County, Tennessee, which property is more particularly described as follows to-wit:

> LAND in Davidson County, Tennessee, being Lot No. 5 on the Plan of Piccadilly Square, Phase 1, as of record in Book 5200, pages 720, 721, 722, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.
>
> Being the same property conveyed to Jeffrey D. Hand and wife, Pamela L. Hand, by deed from W Thomas H.O'Hara, of record in Book 6626, page 944, Register's Office for Davidson County, Tennessee.

The wife will be solely responsible for the indebtedness thereon and will hold the husband harmless from any

liability for same.

3. The husband will receive the 1976 Jeep automobile, and the wife will receive the 1984 Honda automobile, and she will hold the husband harmless form any indebtedness thereon. Each party will receive all their personal property which belonged to the respective parties prior to the marriage. The parties have divided their personal property and each party agrees to make no further claim on the personal property which remains in the other parties possession.

4. The husband agrees to be responsible for the charges made to the wife's J. C. Penney charge account prior to March 1st, 1986. The wife agrees to be solely responsible for any and all charges accruing to said account after March 1st, 1986. The account for reference is known as account number 178-306-480-9-1. The wife agrees to furnish the husband a copy of the monthly statement, and to accept from the husband checks made payable directly to the J. C. Penney Company, and the wife further agrees that all such payments will be forwarded on time and in a proper fashion. The wife further agrees to be responsible for all bills, charges, and costs accruing from or brewing out of the real property transferred under this agreement. Each party will be solely responsible for all of his or her on future debts.

5. The husband will pay the costs of this cause.

6. The husband agrees to pay to the wife the sum of $200.00 to assist her in paying her attorneys fees.

7. The parties agree to file separate tax returns beginning in 1986.

8. The wife desires to be restored to her maiden name, Pamela Lorene Darby, and the husband agrees that such restoration is appropriate.

9. It is further understood and agreed that this Agreement shall in no way restrict either party's right to maintain any suit for divorce, and it shall in no way restrict either party's right to make a defense to such suit. It is further understood and agreed by and between the parties that in

the event a divorce is granted, this instrument shall be incorporated in the divorce decree insofar as it undertakes to settle the matter of alimony and the property rights of the parties hereto, subject to the approval of the Court.

10. It is further understood and agreed that this Property Settlement Agreement is intended to be a final settlement agreement of the property rights of the respective parties hereto, and is a full discharge of the Husband from all other obligations to support the Wife and a discharge from all other claims arising out of their marital relationship and that each party waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent and distribution, alimony and support, right to act as administrator or executor of the other's estate and this Agreement applies to all property now owned by the Wife and the Husband, or any property that either of them may acquire in the future.

11. Each of the parties agrees to execute all instruments in a timely fashion to carry out the transfer of the various property rights covered in this Agreement.

12. Each of the parties hereto covenants with the other that from this date forward neither will contract any indebtedness upon the credit of the other, and if either shall be compelled to pay any debt of the other, then the party for whose benefit such payment shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expense, if any.

13. This agreement shall be binding upon and enure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

14. It is further understood and agreed by and between the parties that this Property Settlement Agreement is entered into without undue influence, fraud, coercion or

misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the said parties have, having read this instrument and familiarized themselves with its contents, signed and executed this instrument on the day and date above written.

Jeffrey Dean Hand
JEFFREY DEAN HAND

Pamela Darby Gavel Hand
PAMELA DARBY GAVEL HAND

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for said County and State, the within named Jeffrey Dean Hand, who acknowledged that he executed the above Property Settlement Agreement for the purposes therein contained.

This 23 day of April, 1986.

NOTARY PUBLIC

My Commission Expires: 10/19/86

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for said County and State, the within named Pamela Darby Gavel Hand, who acknowledged that she executed the above Property Settlement Agreement for the purposes therein contained.

This 2nd day of May, 1986.

Rebecca E. Calvert
NOTARY PUBLIC

My Commission Expires: July 17, 1988

The Court further finds that the current address of the parties is as follows: Husband - Box 276, Ridgetop, Tennessee 37152; Wife - 549 Piccadily Road, Antioch, Tennessee.

The Court further finds that unless specifically ordered by this Court the amount of child support set herein shall not be reduced or prorated by either party.

IT IS FINALLY ORDERED, ADJUDGED AND DECREED that the costs of this cause are to be taxed against the plaintiff, for which execution may issue, if necessary.

ENTERED this 27th day of May, 1986.

JUDGE

Approved for Entry:

HAYNES AND ASSOCIATES

BY: John M. Cannon
JOHN M. CANNON
Attorney for Plaintiff

140 North Main Street
Goodlettsville, Tennessee 37072

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been forwarded to Mr. John M. L. Brown, Attorney for Defendant, 932 Stahlman Building, Nashville, Tennessee 37201, on this 27 day of May, 1986.

mail

BY: John M. Cannon
JOHN M. CANNON

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* 27th *day of* May, *19* 86, *in Case Number* 86D-627 *between* Jeffrey Dean Hand *Plaintiff, and* Pamela Darby Gavel Hand *Defendant, as same remains of record in Book* 153A, *Page* 450 *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* 13th *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 Dal Rackley *D.C.*

Form #GR-117