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GEORGE L. ROBERTS, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ANGELA ELAINE (BROWN) (ELLIOTT) MINGLE,
Wife

VS.

DAVID MARSHALL MINGLE,
Husband

NO. 84D-1183

75-12-13 ML

FINAL DECREE

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This cause came on to be heard on the 26th day of July, 1984, before the Honorable Muriel Robinson, Judge, upon the Wife's Complaint for Absolute Divorce on the ground of irreconcilable differences, written notarized Property Settlement Agreement executed by the parties making specific reference to the pending divorce by cause or docket number, personal service of process on the Husband being thereby waived pursuant to Tennessee Code Annotated Section 36-801(II), testimony of the Wife, statement of counsel, and the entire record in this cause, from all of which the Court is of the opinion that the Complaint of the Wife, Angela Elaine (Brown) (Elliott) Mingle, should be sustained and she is entitled to an absolute divorce from the Husband, David Marshall Mingle, on the ground of irreconcilable differences; and the Court affirmatively finds that the parties have made an equitable settlement of all property rights between them, said Agreement being signed and dated by Angela Elaine (Brown) (Elliott) Mingle on April 11, 1984 and signed and dated by David Marshall Mingle on April 13, 1984, the original having been filed with the Court on April 16, 1984.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the bonds of matrimony subsisting between the Wife, Angela Elaine (Brown) (Elliott) Mingle, and the Husband, David Marshall Mingle, be and they hereby are, absolutely and perpetually dissolved and the Wife, Angela Elaine (Brown) (Elliott) Mingle, is granted an absolute divorce from the Husband, David Marshall Mingle, and she is restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties have made an equitable settlement of all of their property rights between them, in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT entered into on the day and date of the last of the parties to sign below, by and between ANGELA ELAINE (BROWN) (ELLIOTT) MINGLE, hereinafter referred to as the "Wife" and DAVID MARSHALL MINGLE, hereinafter referred to as the "Husband":

W I T N E S S E T H:

THAT WHEREAS, there is now contemplated the filing of a Complaint for Absolute Divorce in the Circuit Court for Davidson County, Tennessee, Case No. 84D-1183, wherein Wife shall seek an absolute divorce from Husband on the grounds of irreconcilable differences, and there being such irreconcilable differences between the parties that they can no longer live together as Husband and Wife, and the parties being desirous of settling certain issues and controversies in said case relative to their respective property rights and marital debts;

NOW, THEREFORE, in consideration of the terms, covenants and provisions hereinafter set forth Wife and Husband agree as follows:

1. Husband and Wife do herewith acknowledge that they presently own real property, as tenants by the entirety, located at 625 Belgium Drive, Hermitage, Davidson County, Tennessee, 37076, and further described as follows:

> Being Lot No. 241 on the Plan of Highlands of Tulip Grove, Section 3, as of record in Book 4675, Page 140, said Register's Office, to which plat reference is hereby made for a more complete and accurate description.
>
> Being the same property conveyed to David M. Mingle and wife, Angela Mingle by deed from Clyde A. Powers, Jr. and wife, Janet T. Powers of record in Book 5835, Page 404, Register's Office for Davidson County, Tennessee.

Wife and Husband do herewith agree that Wife shall be and is divested of any right, title or interest in and to the aforesaid

real property and Husband shall be vested with sole right, title and interest in and to said real property. Husband shall be and is solely responsible for and shall hold harmless and indemnify Wife for any and all indebtednesses associated with the real estate including, but not limited to, the mortgage indebtedness due and payable to Mortgage Associates, Inc. in the approximate amount of $50,000.00.

2. Husband shall be and is solely responsible for and shall hold harmless and indemnify Wife for any and all indebtednesses which may have been created during the course of the marriage of the parties, including, but not limited to the indebtedness with Visa, Mastercharge and Castner-Knott.

3. Wife shall be and is divested of any right, title or interest in and to the 1983 Datsun pickup truck and the two motorcycles of the parties and Husband shall be and is vested with sole, right, title and interest in and to said motor vehicles, but, Husband shall be and is solely responsible for and shall hold harmless and indemnify Wife for the indebtednesses, if any, associated with said vehicles.

4. Both parties agree and acknowledge that there exist a substantial amount of personal property which is presently located at 625 Belgium Drive, Hermitage, Tennessee, 37076, and Husband agrees that he shall be and is divested of any right, title or interest in and to any of the personal property located at 625 Belgium Drive, Hermitage, Tennessee, 37076, and Wife shall be and vested with sole right, title and interest in and to all of said personal property, unless otherwise specifically set forth below.

5. Wife shall be and divested of any right, title or interest in and to the following personal property which shall be and is Husband's personal property, as follows: One queen-size bedroom suite; one bed and mattress; one dresser with single mirror; one chest; one end table; bedspread and drapes to match; one color console television (Magnavox); one beige lounge chair;

one wood table (magazine table); one glass jar lamp; one washer; one dryer; one refrigerator; a 1974 Chevrolet Nova automobile; all of the tools, lawnmower and lawn care equipment; the curtains in the kitchen and dining room; the microwave oven; and all of Husband's personal clothing and personal effects.

6. Husband shall be and is divested of any right, title or interest in and to all of the other remaining personal property located at the residential address of the parties set forth above, including, but not limited to the following personal property which shall be and is the sole and exclusive property of Wife, as follows: Dining room set with four chairs and table; blue and beige flowered sofa; one large oak end table and one small end table that matches; one large living room lamp; the oak rocker; the king-size bedroom suite with hutch, mirror dresser, one end table and large chest; the bedspread and draperies to match the king-size bedroom suite; second bedroom suite with old hutch and mirror, dresser, chest, end table, and twin bed and mattress; all of the wall accessories including all pictures, shelves, candleholders, etc.; the portable t.v. with stand; the outside garden furniture, table and chairs; all kitchen appliances wheresoever situated; all kitchen utensils, pans, dishes, glasses, and accessories; all bath towels, wash clothes, and accessories; curtains in living room; all of the toys, personal furnishings and personal belongings of the Wife's minor child from a previous marriage, Sam Brown; all remaining lamps and all plants; and all of Wife's personal clothing, jewelry, and personal effects.

7. Both parties mutually agree and acknowledge that it is presently inconvenient, and far too expensive for Wife to remove the personal property located at 625 Belgium Drive, Hermitage, Tennessee, to another location, or to her parents' home where she presently resides, and therefore, Husband does herewith covenant that he shall maintain all of Wife's personal property without damage, destruction, removal, or conversion of same and that he

shall maintain the homeowner's insurance upon said personal property so as to insure the Wife's personal property against any and all loss that might occur to said personal property. At Wife's option, she shall be allowed to remove the personal property belonging to her from the residence at 625 Belgium Drive without interference from Husband, but, in no event shall she be compelled to remove said personal property from the residence until such time as she shall have obtained a Final Decree of Divorce.

8. In the event that Husband shall fail to maintain the homeowner's insurance policy in such a manner as to insure the Wife against loss on the personal property aforesaid; and, in the further event that there shall be a loss of said personal property or any portion thereof; then, Husband shall be and is solely responsible for reimbursing Wife in an amount equal to the replacement cost of any item of personal property which belongs to her and which has not been removed from the residence of the parties.

9. Both parties mutually agree and acknowledge that each of them shall sign any and all documents necessary to effectuate the transfer of any marital asset in such a manner as to carry out the intention of this Agreement.

10. In consideration of this Agreement, Husband and Wife hereby release one another and their heirs, executors, administrators and assigns, property and estate from any and all rights of every kind and character for past and future support and maintenance, homestead rights, descent, distribution, alimony, rights of election against the other's Will, and from all other rights, claims, demands and obligations of every kind and character arising out of or by virtue of the marital relation of the parties, except as is expressly provided for in this agreement, and each party is forever barred from having or asserting any such right, claim, demand or obligation at any time hereafter for any purpose except that the parties may assert all rights that are given under this Agreement.

11. Wife agrees to pay her attorney's fees in this cause and all of the Court costs associated with said cause of action, for which let execution issue if necessary.

12. The parties mutually stipulate that each of them have participated in the negotiations surrounding the preparation of this instrument; and that David R. Kennedy, Attorney, has represented the Wife only, that Husband has represented himself and that both Husband and Wife have read this instrument and are fully aware of and in agreement with its contents and legal effect; including, but not limited to, the genuine belief that this Agreement is fair, adequate and sufficient in all respects.

13. Wife shall be and is restored to her previous married name of Angela Elaine Brown.

14. This Agreement shall be exhibited to the Court at the final hearing of this cause, and the substance of all numbered paragraphs herein shall be incorporated to the extent approved by the Court in the Final Decree in the event the Court grants a divorce to the Wife.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date of the last of the parties to sign below.

DATED this 11th day of April, 1984.

/s/ Angela Elaine (Brown)(Elliott) Mingle
ANGELA ELAINE (BROWN)(ELLIOTT) MINGLE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Angela Elaine (Brown) (Elliott) Mingle, with whom I am personally acquainted, and who acknowledged that she executed the foregoing instrument for the purposes therein contained and as her free act and deed.

WITNESS my hand and official seal at Nashville, Tennessee, this 11th day of April, 1984.

/s/ David R. Kennedy
NOTARY PUBLIC

My Commission Expires: 7-27-86.

* * * * *

DATED this 13th day of April, 1984.

/s/ David Marshall Mingle
DAVID MARSHALL MINGLE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named David Marshall Mingle, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained and as his free act and deed.

WITNESS my hand and official seal at Nashville, Tennessee, this 13th day of April, 1984.

/s/ Kay Cooper
NOTARY PUBLIC

My Commission Expires: 10-21-84.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Wife shall be and is restored to her previous married name of Angela Elaine Brown, per the Property Settlement Agreement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Wife shall pay the costs of this cause for which let execution issue if necessary.

ENTERED this 26th day of July, 1984.

JUDGE

APPROVED FOR ENTRY:

DAVID R. KENNEDY
Attorney for Wife
4207 Lebanon Rd., Suite 100
Hermitage, TN 37076
PH: (615) 883-4998

CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that a true and exact copy of the foregoing Final Decree has been sent by U.S. Mail, postage prepaid, to the Husband, David Marshall Mingle, 625 Belgium Drive, Hermitage, Tennessee, 37076, this 26th day of July, 1984.

DAVID R. KENNEDY

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IDENTIFICATION REFERENCE

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FELIX Z. WALSH, 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* 26th *day of* July, *19*84, *in Case Number* 84D-1183 *between* Angela Elaine B.F. Mingle *Plaintiff, and* David Marshall Mingle *Defendant, as same remains of record in Book* 138A, *Page* 326 *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* 2nd *day of* July *in the year one thousand nine hundred and* 86 *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By J Ayer *D.C.*

Form #GR-117