Map 142-14
Par. 112.00
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IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE, AT NASHVILLE

K. Langford

TERRI ANN (KELLY) MARTIN,
Plaintiff

vs.

RAY HULLETTE MARTIN,
Defendant

NO. 85D-2062

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FINAL DECREE

This cause came on to be heard on the 29th day of April, 1986, at 8:30 o'clock a.m., before the Honorable James Everett, Jr., Judge of the Probate Court of Davidson County, Tennessee, upon the Complaint for divorce, the Property Settlement Agreement executed by the parties, testimony of the Plaintiff, statement of counsel in open court, and the entire record, from all of which the Court determined that the parties have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between the parties, and that a divorce should be granted on the grounds of irreconcilable differences.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing between the parties be and are hereby perpetually dissolved and the parties are restored to all the rights and privileges of unmarried persons. The plaintiff is restored to her former name of Spencer.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Property Settlement Agreement executed by and between the parties be and the same is hereby approved by the Court and judgment rendered thereon in the form and substance set forth below:

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

| | | |
|---|---|---|
| TERRI ANN (KELLEY) MARTIN, Plaintiff, | ) | BOOK 6945 PAGE 949 |
| vs. | ) | NO. 85D-2062 |
| RAY HULLETTE MARTIN, Defendant. | ) | |

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, Terri Ann (Kelley) Martin (hereinafter "Wife") and Ray Hullette Martin (hereinafter "Husband") were married on October 8, 1982, in Davidson County, Tennessee; and

WHEREAS, there have arisen between these parties irreconcilable differences in their marriage such as to make further continuance of the marriage relationship undesirable for both parties; and

WHEREAS, wife has currently pending a complaint for absolute divorce in the Probate Court for Nashville, Davidson County, Tennessee under docket number 85D-2062; and

WHEREAS, husband and wife desire to enter into this Property Settlement Agreement for the purpose of resolving issues relative to the property and debts of these parties so that, if the other statutory requirements are met, the Court may approve this Property Settlement Agreement as fair and equitable and grant a divorce to the Plaintiff spouse on the grounds of irreconcilable differences.

This is the agreement of the parties, each acknowledging valid consideration therefore:

1. Husband and wife have previously divided all items of personal property. Each of the parties shall retain those items of personal property currently in their possession.

2. Wife owns certain real property with improvements thereon located on Myhr Drive in Nashville, Tennessee and more specifically described at Book 4667, page

608 of the Register's Office for Davidson County, Tennessee. This property was owned by wife prior to this marriage and shall remain her exclusive property. Wife shall be responsible for any indebtedness against this property and the other obligations incident to home ownership. Husband releases to wife, her heirs, legal representatives, successors, and assigns, every right, claim, and estate, actual, inchoate, or contingent, that he might have with respect to this property by reason of his marriage to wife.

3. Wife shall receive as her absolute property the 1981 Ford Escort automobile in Husband's possession, and Husband shall be solely responsible for the indebtedness to Credithrift of America, Inc., secured by said automobile. Husband shall hold wife harmless from that debt to Credithrift of America, Inc. This automobile is currently titled jointly to the parties. Husband shall cooperate in having the title changed to wife's name alone. Wife shall obtain any necessary automobile insurance therefore in her own name. Husband shall pay the debt to Credithrift of America, Inc. in accordance with the Chapter 13 plan approved in Bankruptcy action number 3-86-00072 in the U.S. Bankruptcy Court for the Middle District of Tennessee.

4. Wife will receive as her sole and exclusive property the 1984 Chevrolet Chevette automobile titled in her name. She shall be responsible for the indebtedness against this car and hold husband harmless in connection therewith.

5. All property, real, personal, or mixed, not specifically otherwise mentioned herein, belongs to wife as her exclusive property.

6. The parties acknowledge that most, if not all of the installment obligations and other debts of the marriage were obtained in the name of wife. In order to provide for the support, maintenance, and financial

rehabilitation of Wife, Husband agrees to pay alimony in solido to Wife in the amount of Two Thousand Two Hundred Dollars ($2,200.00). This lump sum award of alimony shall be paid at the rate of Two Hundred Twenty Dollars ($220.00) per month, in accordance with the Chapter 13 plan approved in Bankruptcy action number 3-86-00072 in the U.S. Bankruptcy Court for the Middle District of Tennessee. Husband acknowledges and agrees that this alimony in solido is not dischargeable in the pending Bankrupcty action, pursuant to 11 U.S.C. §523(a)(5).

7. Both parties to this agreement agree that it is fair and reasonable to both parties. Both parties agree that they have had the opportunity to discuss this agreement with counsel of their choice and have either done so, or made a conscious decision not to do so.

8. Should either party breach this agreement, the breaching party agrees hereby to pay reasonable attorney's fees incident to enforcement by the other.

9. Wife will be restored to her maiden name, Terri Ann Spencer.

IN WITNESS WHEREOF, the parties have signed this agreement on this 9 day of April, 1986.

Terri Ann (Kelley) Martin
TERRI ANN (KELLEY) MARTIN

Ray Hullette Martin
RAY HULLETTE MARTIN

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 TERRI ANN (KELLEY) MARTIN, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this the 9th day of April, 1986.

NOTARY PUBLIC

MY COMMISSION EXPIRES: My Commission Expires Mar. 8, 1989

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 RAY HULLETTE MARTIN, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this the 9th day of April, 1986.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 6/1/89

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court costs in this cause shall be paid by the Defendant, Ray Hullette Martin, for which execution may issue, if necessary.

ENTER this 8th day of [illegible], 1986.

JAMES EVERETT, JR., JUDGE OF THE PROBATE COURT

APPROVED FOR ENTRY:

GERALD D. NEENAN
FLYNN AND TURK ATTORNEYS, P.C.
200 Fourth Avenue, North
Suite 800, Noel Place
Nashville, Tennessee 37219
Phone: (615) 244-8490

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been forwarded to the Honorable Edgar M. Rothschild, III, Attorney for the defendant, Ray Hullette Martin, 5th Floor, St. Cloud Corner, 500 Church Street, Nashville, Tennessee 37219, on this the 29th day of April, 1986.

GERALD D. NEENAN

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IDENTIFICATION REFERENCE

AUG 11 3 16 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

Please return
to David Martin
200 4th Ave N
Nash. TN 37219

# 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* 8th *day of* May, *19* 86, *in Case Number* 85D-2062 *between* Terry Ann (Kelly) Martin *Plaintiff, and* Ray Hullette Martin *Defendant, as same remains of record in Book* 35B, *Page* 1229 *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* 28th *day of* July *in the year one thousand nine hundred and* eighty-six *and in the* 211th *year of American Independence.*

**GEORGE L. ROOKER,** *Clerk,*

*By* Laura P. Coufey *D.C.*

**Form #GR-117**