FILED

1986 SEP 15 PM 3 01

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE AT NASHVILLE

DAVIDSON CO. TENN. CLERK

K. Langford D.C.

NANCY ELAINE ANDREWS FLINT,)
PLAINTIFF)
VS.)
JEFFREY ALAN FLINT,)
DEFENDANT)

Map 94-8 Par 20 1s

No. 86D1999

BOOK 6995 PAGE 866

ORDER

This suit was filed in the office of the Circuit Court Clerk for Davidson County, Tennessee at Nashville on June 30, 1986 and was assigned to the Probate Court of Davidson County, Tennessee for disposition.

The cause was then heard before the honorable James R. Everett , Jr., Judge of the Probate Court of Davidson County, Tennessee on September 8, 1986 upon the original complaint, the Property Settlement Agreement and testimony of the Plaintiff. The Defendant was present in Court for the hearing but did not testify.

The Court finds that irreconcilable differences exist between the parties, that both parties are residents of the State of Tennessee and have entered into a notarized Property Settlement Agreement which was filed by the Plaintiff as a part of the record in this cause and under all these facts the Court finds that neither personal service of process nor service of process by publication is required.

The Court further finds that no children have been born to this marriage.

It is accordingly ORDERED, ADJUDGED and DECREED:

1. That the said Property Settlement Agreement be and hereby is approved by the Court and is made a part of this Order.

2. That an absolute divorce be and hereby is granted to the Plaintiff, Nancy Elaine Andrews Flint and that the bonds of matrimony subsisting between the said Plaintiff, Nancy Elaine Andrews Flint and the Defendant, Jeffrey Alan Flint, be and hereby are forever dissolved and that the parties be and hereby are vested with all the rights and privileges of unmarried persons.

3. That the said Property Settlement Agreement was freely and voluntarily entered into and signed by both parties in the presence of the notary public and that the parties made oath that the facts stated in the property settlement agreement were true and both parties acknowledge that they executed the said Property Settlement Agreement for the purposes therein contained. The said property settlement as above stated is made a part of this order and reads as follows:

FILED PROBATE

1986 JUN 30 PM 1:36

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE D.C.

BOOK 6995 PAGE 868

NANCY ELAINE ANDREWS FLINT,

PLAINTIFF

VS. No. 86D1499

JEFFREY ALAN FLINT,

DEFENDANT

PROPERTY SETTLEMENT AGREEMENT

This Property Settlement Agreement is made and entered into on this 24th day of June, 1986 by and between Nancy Elaine Andrews Flint, hereinafter called the Wife and Jeffrey Alan Flint, hereinafter called the Husband;

WITNESSETH:

That, whereas the parties are living separate and apart and a suit for divorce has been filed by the Wife against the Husband and the same is pending in the Fourth Circuit Court of Davidson County, Tennessee and bears file No. 86D1499 and whereas the parties have agreed as to the disposition of their property whether jointly owned or owned separately by the parties if a divorce is granted in said case.

Now, therefore, the said Wife and Husband do hereby agree covenant and bind themselves as follows:

1. The house and lot at 1920 Omohundro Drive, Nashville, Davidson County, Tennessee where the parties formerly lived together and where the Wife still lives is titled in the name of the Husband and Wife. There is a mortgage on this property held by First Investment at Columbus, Ohio to secure an indebtedness in the original amount of approximately $45,000.00. The monthly payments on this mortgage indebtedness are in the amount $531.00 each. The principal indebtedness is not known with certainty by the parties, however, the principal indebtedness has not been greatly reduced. The parties agree that all right,title and interest of the Husband in said real property shall be divested

out of him and vested in the Wife and that the Wife shall make all of the payments that fall due on the indebtedness after the divorce is granted in this cause and the Wife shall save the Husband harmless from all liability on or with respect to said payments.

2. All of the right, title and interest of the Husband in all of the household goods, furniture, appliances and possessions except the living room suit and the dining room suit shall be divested out of him and shall be vested in the Wife. Said living room suit consists of one couch, one chair, one end table, one coffee table and a lamp. The dining room suit consists of one table and four chairs. All right, title and interest of the Wife in said living room suit and in said dining room suit shall be divested out of her and vested in the Husband.

3. The parties owe various and sundry amounts to Blazer Financial Services, Associates Financial Services, Mastercard, and GMAC. The Husband has been making the payments on these accounts. The parties agree that the Husband shall continue to make payments as they accrue on these accounts and that he shall save the Wife harmless from any and all liability on or with respect to the same. Both parties agree that they will not between now and the time the divorce is granted increase the amounts owing to those creditors. The Husband is to make all of the payments and to make them as they accrue or fall due to the said Creditors named above.

4. Each party has an automobile. The Husband's automobile is a 1986 Spectrum. The Wife's automobile is a 1974 Granada. The right, title and interest, if any, of the Wife in the Husband's automobile (Spectrum) shall be divested out of her and vested in the Husband. The right, title and interest, if any, of the Husband in the Wife's automobile which as above stated is a 1974 Granada shall be divested out of the Husband and vested in the Wife. The parties agree that they will take all steps as may be necessary and appropriate to have the Husband's car licensed solely in his name and to have the Wife's car licensed solely in her name and to make similar changes in the titles to said automobiles. Blazer Financial Services has a mortgage on the Wife's automobile. As already appears in provision 3 above the Husband is to pay this debt. The Husband also owes GMAC on his automobile and it is agreed that he shall pay that company the amount owing.

5. The Husband has a bank account in an Ashland City Bank. The Wife has a bank account in the First American National Bank in Nashville, Tennessee. The parties agree that all funds in the Husband's account are his funds and all funds in the Wife's account are her funds.

6. The parties agree that they will each pay one-half of the Court costs of said divorce case and also one-half of the fee charged by Mr. Claude Callicott. However, it is understood that Mr. Callicott represents the Wife and does not represent both parties.

7. This Property Settlement Agreement is to be filed as a part of the record in the said divorce case pending in the Fourth Circuit Court of Davidson County, Tennessee. It shall be made a part of the divorce Order in this case either by reference or by incorporating in and making it a part of said Order.

Nancy Elaine Andrews Flint
NANCY ELAINE ANDREWS FLINT
WIFE

JEFFREY ALAN FLINT
HUSBAND

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Nancy Elaine Andrews Flint makes oath that the facts stated in the foregoing Property Settlement Agreement are true and that she executed and signed said Agreement for the purposes therein contained.

Nancy Elaine Andrews Flint
Nancy Elaine Andrews Flint

Personally appeared before me, _____ a Notary Public, in and for said County and State, the within named Nancy Elaine Andrews Flint, the bargainor, with whom I am personally acquainted and who acknowledged that she executed the foregoing Property Settlement Agreement for the purposes therein contained. The said Nancy Elaine Andrews Flint signed the said Property Settlement Agreement before me and in my presence, and made oath that the facts stated therein were true.

Witness my hand and official seal at Nashville, Tennessee, this 24 day of June, 1986.

_____
Notary Public

My Commission Expires: _____

STATE OF TENNESSEE

COUNTY OF DAVIDSON

BOOK 6995 PAGE 871

Jeffrey Al an Flint makes oath that the facts stated in the foregoing Property Settlement Agreement are true and that he executed and signed said Agreement for the purposes therein contained.

Jeffrey Alan Flint

Personally appeared before me, [signature] Notary Public, in and for said County and State, the within named Jeffrey Alan Flint, the bargainor, with whom I am personally acquainted and who acknowledged that he executed the foregoing Property Settlement Agreement for the purposes therein contained. The said Jeffrey Allen Flint signed the said Property Settlement Agreement before me and in my presence, and made oath that the facts stated therein were true.

Witness my hand and official seal at Nashville, Tennessee, this 24th day of June, 1986.

[signature]
Notary Public

My Commission Expires: January 13, 1989

4. That all right, title and interest of the Defendant, Jeffrey Alan Flint, in and to the house and lot located at 1920 Omohundro Drive, Nashville, Davidson County, Tennessee where the parties formerly lived and where the wife still lives be and hereby are divested out of the said husband, Jeffrey Alan Flint, and are vested in the Plaintiff, Nancy Elaine Andrews Flint. The parties owe to the First Investment at Columbus, Ohio an indebtedness in the original amount of approximately $45,000.00. This indebtedness, whatever the exact amount may be, is secured by a Deed of Trust or Mortgage on said house and lot. The Plaintiff wife shall save the Defendant husband harmless from all liability on this indebtedness, and it shall be her obligation to make all the payments of said indebtedness as they fall due. The monthly payments on said indebtedness are in the amount of approximately $531.00 each.

The said property above referred to is described as follows:

A certain tract or parcel of land in Davidson County, State of Tennessee being Lot No. 40 on the Plan of Dahlia Gardens, of record in Book 2663, page 93, Register's Office for Davidson County, Tennessee, to which plan reference is here made for a more complete and accurate description.

Being the same property conveyed to Jeffrey A. Flint and wife, Nancy Elaine Flint by deed from Joe L. Wall and Mike Suggs and their spouses Deborah Wall and Nona Suggs dated September 19, 1984 of record in Book 6386, page 404 of the Register's Office for Davidson County, Tennessee.

This is improved property known as 1920 Omohundro Drive, Nashville, Tennessee 37210.

The Defendant shall execute, acknowledge and deliver a deed conveying all his right, title and interest in said property to the Plaintiff.

5. That all the right, title and interest of the Plaintiff wife in the living room suit referred to in the Property Settlement Agreement and also in the dining room suit be and hereby are divested out of her and vested in the Defendant husband. All of the right, title and interest of the husband in all the other household goods, furniture, appliances and possessions are hereby divested out of him and are vested in the Plaintiff wife.

6. That the Defendant husband shall pay all the various and sundry amounts owing by the parties to Blazer Financial Services, Associates Financial Services, Master Card and GMAC. He shall save the wife harmless from any and all liability on or with the respect to any of the indebtedness owing those persons. The husband shall make all said payments and shall make them as they acrue or fall due.

7. The Defendant husband shall save the Plaintiff wife harmless from all liability for any indebtedness owing on either of the two automobiles. It shall be the husband's obligation to pay all indebtedness owing on the cars or make satisfactory settlements of the accounts.

8. The duties and obligations imposed by the Property Settlement Agreement upon the respective parties shall be fully and faithfully performed not only because they are contractual one with the other but also because they are direct orders of the Court. The cause shall therefore remain in Court for the enforcement of the Property Settlement Agreement if it becomes necessary, proper or appropriate.

JAMES R. EVERETT, JR., JUDGE

APPROVED FOR ENTRY:

CLAUDE CALLICOTT
ATTORNEY FOR PLAINTIFF

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TN
Oct 1 10 22 AM '86
IDENTIFICATION REFERENCE
4 8 0 8 7

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* ~~15th~~ *day of* ~~September~~, 19~~86~~, *in Case Number* ~~86D-1999~~ *between* ~~Nancy Elaine Flint~~ *Plaintiff, and* ~~Jeffrey Alan Flint~~ *Defendant, as same remains of record in Book* ~~34B~~, *Page* ~~592~~ *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* ~~1st~~ *day of* ~~October~~ *in the year one thousand nine hundred and* ~~eighty-six~~ *and in the* ~~two-hundred-eleventh~~ *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By K. Hartman, *D.C.*

Form #GR-117