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BOOK 7121 PAGE 955

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

84 JUL 8 27

BOBBY CHARLES BROWN)
)
)
vs.) NO. 83D-2628
)
) 133-15
SHIRLEY YVONNE BROWN)

Par 5

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 2nd day of July, 1984 before the Honorable Muriel Robinson, Judge, upon the original complaint for absolute divorce filed by husband, Bobby Charles Brown, Counter-complaint filed by wife, Shirley Yvonne Brown, sworn testimony of the parties in open Court, statement of counsel, and the entire record herein, from all of which the Court finds that the allegations of the complaint and counter-complaint are sustained by the proof; that is, that the parties have ireconcilable differences.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the plaintiff, SHIRLEY YVONNE BROWN, be and is hereby awarded an absolute divorce from the defendant, BOBBY CHARLES BROWN, and the parties are restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the property settlement agreement, executed by the parties, is approved by the Court and incorporated herein and made a part of this decree as follows:

PETWAY BEACKSHEAR
SMITH GREENE & CAIN
ATTORNEYS AT LAW
SUITE 1000, PARKWAY TOWER
NASHVILLE TENNESSEE 37219

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, entered into by and between SHIRLEY YVONNE BROWN, hereinafter referred to as "Wife" and BOBBY CHARLES BROWN, hereinafter referred to as "Husband".

WHEREAS, certain irreconcilable differences have arisen between the parties, thus rendering it impossible for them to longer live together as husband and wife; and

WHEREAS, the parties are desirous of settling all matters pertaining to this cause and have agreed as follows:

1. Wife will proceed to trial and obtain a divorce on the grounds of "irreconcilable differences". Husband will move in open Court to dismiss his complaint and answer to the counter-complaint filed hereto.

2. Wife is awarded the amount of SIX HUNDRED DOLLARS ($600) from Husband, which amount is awarded to purchase an automobile for her transportation. Said amount is to be paid by July 15, 1984.

3. Custody of the parties' minor child shall be awarded to the Wife, with reasonable visitation to Husband. Husband agrees to give Wife reasonable notice in advance of said visitation.

4. Husband shall maintain hospital and accident insurance on the parties' minor child until the child reaches the age of majority.

5. Wife will claim child as a dependent for income tax purposes.

6. Husband agrees to pay to Wife child support of TWO HUNDRED DOLLARS ($200) per month on the 5th day of each month beginning August 5, 1984 and continuing thereafter monthly until the child has reached the age of 18 years.

7. Husband shall be responsible for one-half of the amount of $2,700 (or $1,350), which amount represents a United States Internal Revenue tax assessment against the parties. The amount of TWENTY-FIVE DOLLARS ($25) per month shall be paid to Wife on said amount of $1,350, which amount Wife shall

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forward monthly to the United States Department of Internal Revenue beginning August 1, 1984.

8. Wife shall be awarded all of the contents of the house located at 248 Welch Road, Davidson County, Tennessee, which are now in her possession.

9. Wife shall become the owner and beneficiary of life insurance maintained on the life of Husband, BOBBY CHARLES BROWN, with State Farm Insurance Company and also become the owner and beneficiary of a special educational policy with State Farm Insurance Company; Husband agrees to execute all necessary documents to effectuate this change. Wife shall maintain and be responsible for premiums on said policies. Husband shall execute such documents as necessary so as to name wife and minor child as beneficiaries of his National Service Life Insurance policy and Husband shall continue to maintain said policy in full force and effect until further Orders of this Court.

10. Wife shall be conveyed title to the real property of the parties located at 248 Welch Road, Davidson County, Tennessee until the child attains the age of 18 years, after which time said property shall be sold within two years from the date said child attains the age of 18 years and Husband shall maintain a one-third lien against the net proceeds of the sale of said property. The Wife shall be allowed credit for any major repairs on said property against the proceeds of sale and shall give notice to Husband of all major repairs to be made. Wife shall be responsible for the balance of mortgage notes due on said property until said property is sold.

The property is described as follows:

Being Lot No. 39 on the Plan of Section I, Herbert Heights, as of record in Book 3500, page 28, Register's Office for said County.

Said Lot No. 39 fronts 68 feet on the northerly side of Welch Road, and extends back 233.84 feet on the westerly line and 263.79 feet on the easterly line, to a dead line in the rear on which it measures 94.72 feet.

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Being the same property conveyed to Bobby Charles Brown and wife, Shirley M. Brown by deed from William O. Sinpkins and James H. Brewer as of record in Book 3785, page 337, Register's Office of Davidson County, Tennessee.

11. The parties agree that each shall be responsible for their own attorney fees.

12. The final court costs shall be divided equally among the parties.

IN WITNESS WHEREOF, the parties have executed this Property Settlement Agreement, the Wife on the 27th day of July, 1984 and Husband on the 20th day of July, 1984.

Shirley Yvonne Brown
SHIRLEY YVONNE BROWN, Wife

Bobby C. Brown
BOBBY CHARLES BROWN, Husband

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 SHIRLEY YVONNE BROWN, with whom I am personally acquainted, and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 27 day of July, 1984.

Helen T. Goucher
NOTARY PUBLIC

My commission expires: 4-17-88

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 BOBBY CHARLES BROWN, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 20 day of July, 1984.

Ramona E. Womack
NOTARY PUBLIC

My commission expires: 1-15-86

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ATTORNEYS AT LAW
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IT IS FURTHER ORDERED, ADJDUGED AND DECREED that the Court costs shall be divided equally among the parties, for all of which let execution issue, if necessary.

ENTER, this 30th day of July, 1984.

MURIEL ROBINSON, Judge

APPROVED FOR ENTRY:

CARLTON H. PETWAY,
Attorney for wife,
Shirley Yvonne Brown

RUSH

RAMON E. WOMACK,
Attorney for husband,
Bobby Charles Brown

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
JAN 30 8 22 AM '87

IDENTIFICATION REFERENCE

88551

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* Thirty-First *day of* July, *19* 84, *in Case Number* 83D-2628 *between* Bobby Charles Brown *Plaintiff, and* Shirley Yvonne Brown *Defendant, as same remains of record in Book* 138A, *Page* 599 *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* 20th *day of* February *in the year one thousand nine hundred and* Eighty-Six *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Virginia Sears *D.C.*

Form #GR-117