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1-23-80
25C/1973

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DONNA LYNN GADDES
Plaintiff

VS.

JOSEPH SPENCER GADDES
Defendant

No. 95361

Map 128-10
Par 174 1a

FINAL DIVORCE DECREE

This cause came on to be heard on this the 30th day of October, 1979, before the Honorable James N. Swiggart, Judge of the Sixth Circuit Court for Davidson County, Tennessee, upon the Plaintiff's original petition for absolute divorce; personal service upon the Defendant; the testimony of the Plaintiff; further statement of counsel; and, upon the entire record herein, from all of which, the court finds that the allegations of the complaint for absolute divorce have been fully sustained and that the parties have suffered such irreconcilable differences in their marraige as entitles them to an absolute divorce. It is, further,

ORDERED, ADJUDGED AND DECREED that the Plaintiff, Donna Lynn Gaddes be, and she hereby is, awarded an absolute divorce from the Defendant, Joseph Spencer Gaddes, and the bonds of matrimony heretofore existing between the parties are hereby absolutely and forever dissolved and the parties are restored to all the rights and privileges of unmarried persons. It is, further,

ORDERED, ADJUDGED AND DECREED that the property settlement agreement entered into by and between the parties is hereby approved and made a part of this decree as follows:

93537

IDENTIFT REFERENCE

FEB 13 9 49 AM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

PROPERTY SETTLEMENT AGREEMENT

This settlement agreement made and entered into this 30 day of October, 1979, between Joseph Spencer Gaddes, hereinafter referred to as "husband", and Donna Lynn Gaddes, hereinafter referred to as "wife".

WITNESSETH

WHEREAS, there has been filed on behalf of the wife, a petition for absolute divorce in the Circuit court for Davidson County, Tennessee wherein wife shall be seeking a divorce from the husband, and on this date, the said parties are desirous of settling certain issues and controversies in said case relating to a division of property, alimony and attorneys fees, and,

WHEREAS, both parties are aware of their possessions and obligations one to the other and their rights;

NOW THEREFORE, for and in consideration of the terms, covenants and provisions hereinafter set forth, wife and husband agree as follows:

1. Wife shall have the care, custody and control of the minor child of the parties, Jeremy Joseph Gaddes.

2. Husband shall have reasonable rights of visitation.

3. Husband shall pay directly to the wife, the sum of $40.00 per week as child support for said minor child.

4. The wife shall retain as her sole and seperate property free from all claims of the husband, the home of the parties, located at 211 Colt Dr., Nashville, Tennessee, and wife agrees to pay the monthly motgage payments on said property.

5. Wife shall have as her sole and seperate property, free from all claims of the husband, her 1978 Fairmont automobile, the livingroom suite, the bedroom suite, the color television set, the portable television set, her clothing, ornaments of the person, and personal effects.

6. Husband shall have as his sole and seperate property

free from all claims of the wife, the 1977 Ford pickup truck, the stereo, his drums, his tools, a couch and chair, his clothing ornaments of the person, and personal effects.

7. Husband further agrees to maintain medical insurance on the minor child of the parties and agrees to pay all reasonable medical expenses of the said minor child.

8. Husband further agrees to maintain a life insurance policy on himself with the minor child as beneficiary.

9. The parties agree to sign any and all instruments, documents, titles, covenants, or deeds necessary to carry out the full intent of this agreement.

The parties acknowledge that they have read this instrument in its' entirety, and that each of them has retained a copy thereof, that the agreement is fair and equitable and that they have signed same voluntarily and without duress or coercion.

/s/ Ronnie Hardin
Witness

/s/ Joseph S. Gaddes
Joseph Spencer Gaddes

/s/ John P. Fosbinder
Witness

/s/ Donna L. Gaddes
Donna Lynn Gaddes

It is further,

ORDERED, ADJUDGED AND DECREED that the real property heretofore owned jointly by the parties, more particularly described as follows;

BEING Lot No. 169 on the Plan of Stacy Square, Section 4, as of record in Book 4460, Page 12, Register's Office, Davidson County, Tennessee.

BEING the same property conveyed to James A. Fleming et ux Saran P. Fleming by deed from Jerry C. McMillam et ux Judy S. McMillan as of record in Book 4729, Page 381, Register's Office, Davidson County, Tennessee.

THIS conveyance is made subject to restrictions and easements of record in the Register's Office for said county.

is herby divested out of the Defendant, Joseph Spencer Gaddes, and vested in the Plaintiff, Donna Lynn Gaddes, free from all claims of the husband.

It is, further, ORDERED, ADJUDGED AND DECREED that the costs of this cause be adjudged against the Defendant, Joseph Spencer Gaddes, for which execution may issue, if necessary.

ENTER this 23rd day of Jan., 1980.

/s/ J. M. Swiggart
JUDGE

APPROVED FOR ENTRY:

/s/ John P. Fosbinder
JOHN P. FOSBINDER
ATTORNEY FOR PLAINTIFF

CERTIFICATE OF SERVICE

I certify that I have served this final decree of divorce on the Defendant, by mailing him a true and exact copy of same to him at his last known address on this 23rd day of January, 1980.

/s/ John P. Fosbinder

mail

Donna L. Coward
211 Colt Drive
37221

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STATE OF TENNESSEE

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a* ~~correct transcript~~ True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Donna Lynn Gaddes *Plaintiff, and* Joseph Spencer Gaddes *Defendant, as same remain of record in 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* May *in the year one thousand nine hundred and* Eighty *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Virginia Hutchison, *D. C.*

Form #GR-117