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BOOK 7155 PAGE 355

IN THE CIRCUIT COURT FOR WILLIAMSON COUNTY, TENNESSEE

FILED 5-14-85 2:30
ENTERED Bk 54 Pg 4-6
JOE HERBERT cac

CHERYL LOUISE HATFIELD STRACENER,

Plaintiff,

vs.

NO. C5269

MqD-102-3
Par-29-ML

PATRICK CRAIG STRACENER,

Defendant.

98011

IDENTIFICATION REFERENCE

MAR 3 3 43 PM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

FINAL DECREE

This cause came to be heard on the 14th day of May, 1985, upon the plaintiff's Complaint for Absolute Divorce, the parties having entered into a written and notarized Settlement Agreement, and upon the entire record; from all of which it is found by the Court that the plaintiff is entitled to an Absolute Divorce on the grounds of irreconcilable differences as provided for in T.C.A. §36-4-103.

The Court further finds that the parties have made adequate and sufficient provision by written agreement for the settlement of any property rights between the parties, and more specifically, the terms of that Agreement are as follows:

I, JOE HERBERT, CLERK OF CIRCUIT COURT, WILLIAMSON COUNTY, DO HEREBY CERTIFY THE FOREGOING BE A TRUE AND PERFECT COPY OF THE ORIGINAL INSTRUMENT ON FILE IN THIS CASE C5269
BOOK 54 PAGE 4-6

IN TESTIMONY THEREOF, I AFFIXED THE SEAL OF THE COURT, AT OFFICE AT COURTHOUSE AT FRANKLIN.

THIS 3RD DAY OF March 1987
Joe Herbert CLERK

IN THE CIRCUIT COURT FOR WILLIAMSON COUNTY, TENNESSEE

CHERYL LOUISE HATFIELD STRACENER	)	
	)	
vs.	)	NO. C5269
	)	
PATRICK CRAIG STRACENER	)	

3-8-85 1:40 at

PROPERTY SETTLEMENT AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants, promises, and undertakings hereinafter more fully set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, THIS AGREEMENT is made and entered into this 5th day of March, 1985, by and between CHERYL LOUISE HATFIELD STRACENER, hereinafter referred to as "Wife", and PATRICK CRAIG STRACENER, hereinafter referred to as "Husband", for the purpose of defining certain rights and privileges and transferring certain properties, effective now and on the date an Absolute Divorce is granted. THEREFORE, with the understanding that this Settlement Agreement will be used in a Circuit Court Divorce action, Docket No. _____, the parties do agree as hereinbelow set out:

1. The only real property in which the parties hold a joint interest is a house and lot located at 610 Galaxie Drive, Nashville, Davidson County, Tennessee 37209. With regard to said real property, the parties agree as follows:

(a) The Wife shall have all right, title and interest in and to said real property, and the Husband hereby waives any interest in, or rights to said real property he may have. All interest in and to said real property is hereby divested out of the Husband and vested solely in the Wife.

(b) The Wife agrees to be solely responsible for the timely repayment of the mortgage secured by said real property, and also taxes, insurance, and maintenance and upkeep, and she shall hold the Husband harmless therefrom.

(c) The Husband agrees to sign a quit claim deed and any other documents which may be necessary in order to place title to said real property solely in the Wife's name.

2. The Wife shall have all right, title and interest in and to one (1) 1984 Buick Skyhawk automobile, currently titled in the names of both parties, and the Wife agrees to be solely responsible for all debts and encumbrances secured thereby and to hold the Husband harmless therefrom. The Husband agrees to sign any documents necessary in order to place title to said vehicle solely in the Wife's name.

3. The vehicle driven by the Husband which is already titled in the Husband's name, shall be and remain the separate property of the Husband, and the Husband agrees that he shall be solely responsible for any debts and encumbrances secured by said vehicle.

4. The Husband shall have all rights to and interest in the current balance of funds in the parties' joint checking account, being the approximate sum of Sixteen Hundred Dollars ($1600.00), and the Wife agrees to sign any documents or instruments which may be necessary in order to place said funds solely in the Husband's name. All interest in and to said checking account funds is hereby divested out of the Wife and vested solely in the Husband.

5. The parties agree to share equally in any refund of 1984 federal income taxes paid which may be due to the parties.

6. All interest in any tangible personal property owned by the parties and now in the possession of the Husband is hereby divested out of the Wife and vested solely in the Husband; and all interest in any tangible personal property owned by the parties and now in the possession of the Wife is hereby divested out of the Husband and vested solely in the Wife.

7. The Wife agrees to be solely responsible for the timely repayment in full of followint joint debts of the parties, being accounts due G.E.C.C., Sears, Castner Knott, MasterCard, Visa, and First American Bank, and she shall hold the Husband harmless therefrom. The Husband agrees to refrain from any further use of said accounts.

8. The parties hereby agree that, except as herein described, each party shall be solely responsible for the timely repayment of any loans, debts or accounts incurred in his or her own name, both prior to the signing of this Agreement and thereafter.

9. The Wife shall retain the use of her current married name, namely: Cheryl Louise Stracener.

10. Both parties hereby agree that by signing this Agreement, they waive service of process, waive any questions regarding venue, and submit themselves to the jurisdiction of the Circuit Court for Williamson County, Tennessee.

11. It is mutually understood and agreed by and between the parties hereto that this is a complete and final Property Settlement Agreement between them; and that in the event a divorce is granted, neither of them will ever hereafter have any property claims whatsoever against the other, except as provided for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

Cheryl Louise Hatfield Stracener
CHERYL LOUISE HATFIELD STRACENER

Patrick C. Stracener
PATRICK CRAIG STRACENER

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, CHERYL LOUISE HATFIELD STRACENER, with whom I am personally acquainted, and who acknowledged to me that she signed the within PROPERTY SETTLEMENT AGREEMENT as her free act and deed for the purposes therein contained, this 5th day of March, 1985.

Ann Hedges
NOTARY PUBLIC

My commission expires:

My Commission Expires JULY 17, 1988

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, PATRICK CRAIG STRACENER, with whom I am personally acquainted, and who acknowledged to me that he signed the within PROPERTY SETTLEMENT AGREEMENT as his free act and deed for the purposes therein contained, this 5th day of March, 1985.

Ann Hedges
NOTARY PUBLIC

My commission expires:

My Commission Expires JULY 17, 1988

IT IS, THEREFORE, ORDERED that the plaintiff is hereby awarded an Absolute Divorce; that the parties' Settlement Agreement is ratified and made a part of this Final Decree; that the costs of this cause be assessed against the plaintiff; and that each party be restored to all the rights and privileges of an unmarried person.

For all of which execution may issue as necessary.

ENTER, this 14th day of May, 1985.

JUDGE

SUBMITTED FOR ENTRY:

DAVID A. HARRELSON
Attorney for Plaintiff
2108 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
Telephone: 615/244-7706

CERTIFICATE OF SERVICE

I, David A. Harrelson, do hereby certify that an exact copy of the foregoing was mailed, postage prepaid to: Patrick Craig Stracener
This date: May 6, 1985

DAVID A. HARRELSON