Map 104 I Par. 336 pc.

36B/934

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

BONNA LYNN BRAY, Wife,	)	K-Langford
vs.	)	No. 87D-62
MARK BRAY, Husband.	)	BOOK 7191 PAGE 692

FINAL DECREE

This cause came on to be heard on March 24, 1987 before the Honorable Jim Everett, Judge of the Probate Court for Davidson County, Tennessee, upon Wife's Complaint for Absolute Divorce; upon the Property Settlement Agreement, which provides for division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; upon all of the pleadings and upon the testimony of Wife and statements of counsel, from all of which the Court affirmatively found that the allegations of Wife's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Wife to an absolute divorce; that the parties, by written agreement, made adequate and sufficient provision for the equitable settlement of property rights between themselves; that this Property Settlement Agreement should be approved; and that the sixty-day waiting period, as required by statute has elapsed.

It is therefore ORDERED, ADJUDGED AND DECREED that Wife, Bonna Lynn Bray, be, and is hereby, awarded an absolute divorce from Husband, that the parties be restored to all the rights and privileges of unmarried persons, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement heretofore executed by the parties is hereby approved by the Court, and is hereby made a specific order and decree of the Court, which Agreement is in words and figures as follows:

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

BONNA LYNN BRAY, Wife,	)	
vs.	)	No. 87D-62
MARK BRAY, Husband.	)	

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by and between Bonna Lynn Bray (hereinafter referred to as "Wife") and Mark Bray (hereinafter referred to as "Husband") subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS, the parties are lawfully married but are contemplating a divorce; and

WHEREAS, certain irreconcilable differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as husband and wife, and

WHEREAS, it is the desire of both parties finally for all time to determine and settle their property rights, and all dower and homestead rights and all other rights of whatever description existing between the parties growing out of the marital relationship;

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. All right, title, equity and interest in the home of the parties located at 408 Theresa Avenue in Nashville, Tennessee shall be divested out of the Husband, Mark Bray, and shall be vested solely in the Wife, Bonna Lynn Bray. The property is more fully described as follows:

> Land in Davidson County, Tennessee, being Lots Nos. 77 and 78 on the Plan of West End Park Terrace, as of record in Book 547, page 36, Register's Office for said County.
>
> Said lots adjoin and front together 50 feet on the north side of Theresa Avenue and

extend back between lines, 125 feet to a dead line in the rear on which they measure 45 feet.

Being the same property conveyed to Mark Bray and Bonna Roberts Bray, by deed from Patrick Edward LaBounty and wife, Lynn Archer LaBounty, recorded in Book 6082, page 62, Register's Office for said County.

2. The Wife shall be solely responsible for paying off the first and second mortgages that are due on the home and shall hold the Husband harmless thereof.

3. The Husband shall be solely responsible for the indebtedness at Blazer Financial Services which has a balance of $603.87 and shall hold the Wife harmless thereof.

4. The parties shall file a joint tax return for 1985 and the Husband shall be entitled to receive the entire refund check.

5. The Wife shall receive all the personal property that has been acquired during the marriage which includes a VCR, a television, a couch, and a washer and dryer.

6. The Wife shall be responsible for the payment of the court costs.

7. Each party covenants with the other that from this date forward, neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses.

8. Each of the parties will execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument, and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

9. The parties accept the provisions of this Agreement in full and final settlement satisfaction of any and all claims and rights which either of them have had or may now have against the other party; and both Husband and Wife further do hereby forever release to the other all claims or rights to dower, homestead, alimony, inheritance, year support and all other property rights, except as provided for in this Agreement, which either has had, may now have, or may hereafter have but for this Agreement, as husband, wife, widower or widow by reason of the marital relationship now existing between the parties, in and to, or against the property of the other party whether now or hereafter acquired by such other party.

10. It is further understood and agreed by and between the parties that this Settlement Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

11. That the Wife be restored to her maiden name, Roberts.

IN WITNESS WHEREOF, the parties have set their signatures.

2/6/87
DATE

Bonna Lynn Bray
BONNA LYNN BRAY

2/6/87
DATE

Mark Bray
MARK BRAY

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me a Notary Public in and for the aforesaid State and County, the within named BONNA LYNN BRAY, with whom I am personally acquainted, (or upon sufficient evidence provided), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 6th day of February, 1987.

Kathy M. Biggs
NOTARY PUBLIC

My Commission Expires: 1-9-91.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me a Notary Public in and for the aforesaid State and County, the within named MARK BRAY, with whom I am personally acquainted, (or upon sufficient evidence provided), and who, acknowledged that he executed the foregoing agreement for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee this 6th day of February, 1987.

Kathy M. Biggs
NOTARY PUBLIC

My Commission Expires: 1-9-91.

It is further ORDERED, ADJUDGED AND DECREED that all costs of this cause shall be, and are hereby, taxed against Wife.

It is further ORDERED, ADJUDGED AND DECREED that the Wife be restored to her maiden name, Roberts.

It is finally ORDERED, ADJUDGED AND DECREED that execution may issue to enforce any provisions of this Decree.

Enter this the 26 day of March, 1987.

JIM EVERETT, JUDGE

APPROVED FOR ENTRY:

WILLIAM B. BRUCE
Attorney for Wife
1610 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
Telephone: (615) 244-5432

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed, postage prepaid, to the Husband, Mark Bray, 4770 Woodridge, Memphis, Tennessee 38116, on this 24th day of March, 1987.

WILLIAM B. BRUCE

BOOK 7131 PAGE 698

Mail
Bonna L. Roberts
408 Theresa Ave.
37205

11153

IDENTIFICATION REFERENCE

APR 3 1 21 PM '87

CLERK & MASTER'S REGISTER
DAVIDSON COUNTY, TN

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* 24th *day of* March, *19* 87, *in Case Number* 87D-62 *between* Bonna Lynn Bray *Plaintiff, and* Mark Bray *Defendant, as same remains of record in Book* 36B, *Page* 934 *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* 3rd *day of* April *in the year one thousand nine hundred and* eighty-seven *and in the* 211th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By K. Langford *D.C.*

Form #GR-117