160A/653

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DONNA ANN BOYD)
)
VS.) NO. 85D-2042
)
DONALD L. BOYD, SR.)

K. Langford

FINAL DECREE

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This cause came on to be heard on the 31st day of March, 1987, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Plaintiff's Complaint for Absolute Divorce; upon the Property Settlement Agreement, the division of the parties' respective rights and interest in all jointly-owned property, and apportionment of the parties' debts; and upon all the pleadings, from all of which the Court affirmatively finds that the allegations of Plaintiff's Complaint are sustained by the proof in that there exists such irreconcilable differences between the parties as would entitle Plaintiff to an absolute divorce; that the Property Settlement Agreement heretofore executed by the parties is a fair and complete apportionment of the martial property and debts, and should be approved; and that the sixty (60) day waiting period, as required by law, has elapsed;

It is, therefore, **ORDERED, ADJUDGED and DECREED** by the Court that Plaintiff, **DONNA ANN BOYD**, be, and is hereby, awarded an absolute divorce from Defendant, **DONALD L. BOYD, SR.**, that the Plaintiff be restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

The Property Settlement Agreement is hereby approved by the Court, and each and every provision of said Agreement is hereby made the Decree of the Court, in words and figures as follows:

12942

RECEIVED IN OFFICE OF CLERK
APR 8 3 51 PM '87
DAVIDSON COUNTY, TN

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DONNA ANN BOYD	)	
	)	
Plaintiff	)	
	)	
VS.	)	NO. 85D-2042
	)	
DONALD L. BOYD	)	
	)	
Defendant	)	

PROPERTY SETTLEMENT AGREEMENT

This Agreement made and entered into between **DONNA ANN BOYD** hereinafter referred to as "Wife" and **DONALD L. BOYD** hereinafter referred to as "Husband":

W I T N E S S E T H:

WHEREAS, the parties hereto are Husband and Wife, having been married on August 15, 1964 and there are no minor children of said marriage.

WHEREAS, certain difficulties have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship, and **DONNA ANN BOYD** has a divorce action pending against **DONALD L. BOYD** in the Fourth Circuit Court for Davidson County, Tennessee, and it is the desire of both parties to finally and for all time to determine and settle their property rights, all dower and homestead rights, and all other rights of whatever description existing between the parties arising 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. REAL PROPERTY. The parties jointly own real property situated at 3615 Binkley Road, Joelton, Tn 37080 and more fully described as follows:

BEGINNING at a point in the southerly boundary of Binkley Road at the northwest corner of the H. F. Dalton Tract; thence, north 83 deg. 25 min. west 150 feet to a point; thence, south 06 deg. 35 min. west 200 feet to a point; thence, South 06 deg. 35 min. west 175 feet to a point; thence, south 03 deg. west 431 feet to a point; thence, south 89 deg. 08 min. east 150 feet to a point; thence, north 03 deg. east 431 feet to a point; thence, north 06 deg. 35 min. east 140 feet to a point; thence, north 06 deg. 35 min. east 140 feet to a point; thence, north 06 deg. 35 min. east 200 feet to the point of the beginning.

BEING the same property conveyed to George M. Gaddy, Jr. and wife, Ola P. Gaddy by deed from William Marlin Keel and wife, Donna D. Keel, of record in Book 5683, Page 21, Register's Office for Davidson County, Tennessee. The said Ola P. Gaddy having since died.

BEING the same property conveyed to Donald L. Boyd, Sr. and wife, Donna Ann Boyd by deed from George M. Gaddy, Jr. of record in Book 6460, Page 484, Register's Office for Davidson County, Tennessee.

Donald Lee Boyd, Sr. and Donald L. Boyd, Sr. are one and the same person.

The Husband shall receive, subject to any encumbrance thereon for which Husband agrees to hold Wife harmless, all right, title and interest in and to said real property and all interest and title of Wife in and to said property shall be divested from the Wife and vested in the Husband. Wife agrees to execute whatever instruments are necessary to convey all right, title and interest to said property to Husband. Husband shall assume sole responsibility for and hold the Wife harmless from any liability therefor.

The Wife shall have a judgment against the Husband in the sum of Four Thousand Five Hundred ($4,500.00) Dollars as Wife's equitable interest in said property, which judgment shall hereby be a lien against the aforedescribed real property until paid in full.

The judgment in favor of the Wife shall accrue interest at the rate of ten (10%) percent per annum, and the aforesaid lien shall continue until all interest is paid in full.

The Husband shall pay to the Wife the sum of One Hundred Fifty ($150.00) Dollars per week, with the first payment due no later than Friday, April 3, 1987, until the judgment and accrued interest is satisfied in full. Said payments shall be made by mail, postage prepaid, and be received by the Wife on Friday of each week. If said payments shall be received by mail by the Wife later than three (3) days after the Friday of each week, the Wife, at her sole option, may declare the entire judgment due and payable and may execute thereon and refuse any subsequent payments.

2. PERSONAL PROPERTY. The Wife shall receive, free from any claim of the Husband, the parties' household furnishings and household goods which are currently in the possession of Wife.

The Husband shall receive, free from any claim of the Wife, the parties' household furnishings and household goods which are currently in the possession of the Husband.

3. DEBTS. Each party shall be responsible for their individual debts and any debts which were incurred by either of them after 12/1/84 and hold the other party harmless from any liability therefor.

4. ATTORNEY'S FEES AND COURT COSTS. The Husband shall be responsible for his attorney's fees and shall pay Five Hundred ($500.00) Dollars to Wife's attorney, KAREN CAIN, as attorney's fees on the date of signing this agreement. Husband shall be solely responsible for all court costs.

5. PERMANENT INJUNCTION. Each party shall be permanently restrained and enjoined from coming about the other party or from telephoning the other party or by writing the other party for the purpose of harming, threatening or harassing the other party at any time and wherever the party may be.

6. INCORPORATION OF AGREEMENT. Each of the parties shall from time to time at the request of the other execute, acknowledge and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement. The parties agree that if either of them is hereafter granted a divorce, either party may incorporate the present Agreement in the divorce decree to become enforceable by order of the Court.

7. FINAL SETTLEMENT. It is further understood and agreed that this Property Settlement Agreement is intended to be a final settlement of agreement of the property rights of the respective parties hereto and is a full discharge of Husband from all other obligations to support Wife, and a discharge from all other claims arising out of their marital relationship and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other,

inheritance, descent or distribution, right to act as administrator or executor of the other's estate and this Agreement applies to all other property now owned by Husband and Wife, or any property that either of them acquire in the future.

8. INDEMNITY. Each of the parties hereto 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 have been made will indemnify the other to the full extend of any amount paid, including interest and legal expense, if any.

9. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

10. FULL KNOWLEDGE. It is further understood and agreed by and between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily and with advice of counsel.

IN WITNESS WHEREOF, the said parties have, having read this instrument and familiarized themselves with its contents, acknowledge that the Agreement is fair and equitable and that it is being entered into voluntarily and with separate advice of counsel.

IN WITNESS WHEREOF, the said parties have, having read this instrument and familiarized themselves with its contents, signed and executed this instrument on the date below written.

March 24, 1987
DATE

Donna Ann Boyd
DONNA ANN BOYD

March 27, 1987
DATE

Donald L. Boyd Sr.
DONALD L. BOYD, SR.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said County and State, the within named **DONALD L. BOYD, SR.** herein referred to as "Husband", and with whom I am personally acquainted and acknowledged that he appeared before me, that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 27th day of March, 1987.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
11/12/89

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said County and State, the within named **DONNA ANN BOYD** herein referred to as "Wife", and with whom I am personally acquainted and acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 24th day of March, 1987.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
9-9-89

It is further **ORDERED, ADJUDGED and DECREED** that the costs of this cause shall be, and are hereby, taxed against Defendant.

It is finally **ORDERED, ADJUDGED and DECREED** by the Court that execution may issue to enforce any of the provision of this Decree.

Witness my hand this 31st day of March, 1987.

JUDGE

APPROVED FOR ENTRY:

Karen Cain

KAREN CAIN
Attorney for Plaintiff
Third Floor - The Realtors Building
306 Gay Street
Nashville, Tennessee 37201
(615) 256-2806

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to Arnold Peebles, Jr. at 1400 Parkway Towers, 404 James Robertson Parkway, Nashville, Tn 37219 on this the 31 day of March, 1987.

Karen Cain
KAREN CAIN

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mail
Karen Cain
306 Gay St
3rd Floor
Nash Tenn
37201

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* First *day of* April, *19* 87, *in Case Number* 85D-2042 *between* Donna Ann Boyd *Plaintiff, and* Donald L. Boyd, Sr. *Defendant, as same remains of record in Book* 160A, *Page* 653 *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* 8th *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 D. Keasy, *D.C.*

Form #GR-117