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IN THE FIFTH CIRCUIT COURT FOR DAVIDSON ~~COUNTY~~, TENNESSEE

MAP 160-5
PAR. 22 AM

ROBERT FRANKLIN HALL)
)
)
-VS-) NO. 82D-2321
)
)
LILLIE BESS HALL)

BOOK 7201 PAGE 96

FINAL DIVORCE DECREE

This cause came to be heard on the 7th day of October, 1982, before the honorable Walter Kurtz, Judge, upon the Complaint for Absolute Divorce, a property settlement agreement entered into by the parties and executed before a notary, the motion of the Plaintiff to amend the property settlement agreement to reflect that this cause of action is in the Fifth Circuit Court of Davidson County, the testimony of the Plaintiff, statements of counsel, and the entire record in this cause, from all of which the Court finds that irreconcilable differences do exist between the parties causing a breakdown of the marriage; that the parties have made adequate and sufficient provision for the division of their property, and that said agreement provides a fair and equitable settlement of all property rights between the parties.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff be awarded an absolute divorce from the Defendant and that the agreement executed by the parties and set our herein verbatim in its entirety, is approved and made an order of the Court as amended to reflect that the cause is in the Fifth Circuit Court.

14208

IDENTIFICATION REFERENCE

APR 13 2 03 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

PROPERTY SETTLEMENT AGREEMENT

This Agreement, made by and between ROBERT FRANKLIN HALL, hereinafter referred to as "Husband", and LILLIE BESS HALL, hereinafter referred to as "Wife";

W I T N E S S E T H :

THAT WHEREAS, the parties hereto have been married since January 13, 1956, and there has been one child born to this union, namely Cynthia Faye Hall Reynolds, an adult; and,

WHEREAS, the parties agree that certain irreconcilable differences have arisen between them causing them to separate and to live apart, and each state that it is their mutual desire that their marraige be terminated by divorce; and,

WHEREAS, the parties desire to enter into an agreement with regard to their personal property and to their respective rights and obligations arising out of their marital relationship in an amicable and mutually accepted manner.

NOW THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth, and other good and valuable considerations, the parties agree as follows:

1. EFFECTIVE DATE. This Agreement shall become binding upon the parties upon the execution of the said Agreement and possession of personal property shall be given on or before the date of execution, pursuant to provisions hereinafter enumerated.

2. DIVISION OF PROPERTY.

a. Husband agrees to execute any and all necessary documents to effectuate the transfer of all his right, title and interest in and to the house and lot owned by the parties and located at 5353 Green Valley Court, Nashville, Tennessee, of record in Book 4897, Page 567, of the Register's Office for Davidson County, Tennessee, more clearly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 101 on the Plan of Oak Hill Estates, Section II, of record in Book 4460, Page 37, Register's Office for Davidson County, Tennessee.
>
> SAID lot fronts 73.27 feet along south margin of Green Valley Court and extends back on east line 299.36 feet and 322.60 feet on north line to irregular rear line which measures 375.05 feet and 90.0 feet.

b. Wife agrees to pay the mortgage indebtedness presently owing on the above described property to Fidelity Federal Savings & Loan Association, and agrees to indemnify and hold husband harmless for said indebtedness.

c. Wife agrees to execute any and all necessary documents to effecutate the transfer of all her right, title and interest in and to commercial property owned by husband and located on 17th Avenue, South, of record in Book 5641, Page 215, of the Register's Office for Davidson County, Tennessee, more clearly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 9 on the Map of Criddle & Scruggs' Subdivision of Lot No 7 in O. B. Hayes' Addition, as of record in Book 57, Page 62, Register's Office for said County.
>
> SAID Lot No. 9 fronts 50 feet on the westerly side of 17th Avenue, South, formerly Addison Street, and runs back between parallel lines 160 feet to an alley.

d. Husband agrees to pay all mortgage indebtedness presently owing on the above described property to Fidelity Federal Savings & Loan Association evidenced by deed of trust dated August 2, 1977, of record in Book 5179, Page 602, Register's Office for Davidson County, Tennessee, and deed of trust dated December 3, 1979, of record in Book 5539, Page 199, said Register's Office.

e. Wife shall have sole ownership of the following household items: living room furniture, bedroom furniture, den furniture, and upright piano.

f. Husband shall have sole ownership of the typewriter, and all musical equipment with the exception of the upright piano described above.

g. Husband shall have sole ownership of all yard tools with the exception of those heretofore selected by wife which she now has in her possession.

h. Husband shall retain all right, title and interest in and to the 1980 grey Buick, and 1979 pickup truck and shall hold wife harmless and indemnify her for any indebtedness which may be owing on said vehicle.

i. Wife shall retain all right, title and interest in and to the 1980 blue Buick automobile and any indebtedness which may be owing on said automobile shall be a joint and several obligation of the parties, the installment payments thereon to be shared equally on a monthly basis until paid in full.

j. Any tax refund from the joint return of the parties filed for the year 1981 shall be the sole property of the husband to be applied to the mortgage on the 17th Avenue property, and wife hereby agrees to endorse her interest in any check or draft issued by the IRS representing a 1981 tax refund to the husband.

k. Husband agrees that the insurance policy on his life presently in effect shall be designated by him to be payable to the following beneficiaries in the following manner: 1/3 to Cynthia Faye Hall Reynolds, 1/3 to the natural parents of the husband and 1/3 to wife.

3. The parties desire to enter into this Agreement and desire that it be incorporated as part of any final decree of divorce that may be hereinafter entered in the Fifth Circuit Court of Davidson County, and that the court costs of this divorce shall be borne by husband.

4. Following the execution of this Agreement, neither party shall be authorized to act as agent for the other in any transaction, and each agrees that he or she will not incur any debts or obligations for which the other shall be liable or responsible, and each agrees to indemnify and hold the other harmless against any and all debts or obligations made or incurred by her or by him after the date of this Agreement.

5. Each party expressly agrees that he or she has entered into this Agreement after mutual consideration, that consent to the execution of this Agreement has not been obtained by duress, fraud, or undue influence of any other person, and that no representations of fact have been made by any party to the other except as herein expressly set forth, and that each has full knowledge of the nature, extent and value of the separate property of the other and that this Agreement is fair and reasonable.

6. This Agreement shall be binding upon the respective heirs, next-of-kin, executors, administrators, and assigns of the parties.

IN WITNESS WHEREOF, I have executed this Agreement on the 23rd day of February, 1982.

/s/ Robert Franklin Hall
Husband

IN WITNESS WHEREOF, I have executed this Agreement on the 19th day of February, 1982.

/s/ Lillie Bess Hall
Wife

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, the within named ROBERT FRANKLIN HALL, who acknowledged that he executed the foregoing instrument for the purposes therein contained.

/s/ William H. Norris
Notary Public

My Commission Expires: 10/20/85

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, the within named LILLIE BESS HALL, who acknowledged that she executed the within instrument for the purposes therein contained.

/s/ Kathy J. Byers
Notary Public

My Commission Expires: 10/20/85

ENTERED this 18 day of October, 1982.

WALTER KURTZ, JUDGE

APPROVED FOR ENTRY:

LAW OFFICES OF WM. D. CASTLEMAN

BY: Janice S. Walden
JANICE S. WALDEN
Attorney for the Plaintiff
219 Second Avenue, North
Nashville, Tennessee 37201
(615) 255-0311

CERTIFICATION

I hereby certify that I have mailed a copy of the foregoing Final Divorce Decree to the Defendant, Lillie Bess Hall, 5353 Green Valley Court, Nashville, Tennessee 37220, on this the 12th day of October, 1982.

Janice S. Walden
JANICE S. WALDEN

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* Tenth *Circuit Court for Davidson County, Tennessee, on the* 18th *day of* Oct, *19* 82, *in Case Number* 82D-2321 *between* Robert Franklin Hall *Plaintiff, and* Lillie Bess Hall *Defendant, as same remains of record in Book* 45C, *Page* 1755 *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* 13th *day of* April *in the year one thousand nine hundred and* 87 *and in the* 211th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By L Ayer *D.C.*

Form #GR-117