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GEORGE ROOKER, CLERK
K Langford D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BENJAMIN L. LED-BETTER)
)
Plaintiff)
vs.) No. 86D-2132
)
JOAN K. LED-BETTER)
)
Defendant)

150-1-222

BOOK 7307 PAGE 673

FINAL DECREE

This cause came on to be heard this 16th day of September, 1986, before the Honorable Muriel Robinson, Judge, on the complaint of the Plaintiff Benjamin L. Led-Better, testimony of the Plaintiff, statement of counsel for the Plaintiff and the entire record. From all of this the Court is of the opinion and finds that the parties are experiencing irreconcilable differences and that the Plaintiff should be awarded an absolute divorce from the Defendant.

It is, therefore, ORDERED, ADJUDGED and DECREED that the Plaintiff Benjamin L. Led-Better be, and he is hereby, awarded an absolute divorce from the Defendant Joan K. Led-Better and restored to all of the rights and privileges of an unmarried person.

The Court is of the opinion and further finds that the parties have entered into a Property Settlement Agreement and the Court affirmatively and expressly finds that by this agreement the parties have made adequate and sufficient provisions for the equitable division of the parties' joint property and that said agreement should be approved and incorporated and made a part of this order.

It is further ORDERED, ADJUDGED and DECREED that the written Property Settlement Agreement entered into by the parties be, and same are hereby, incorporated and made a part of this divorce decree by causing same to be copied verbatim herein in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 8th day of July 1986, by and between Joan K. Led-Better (hereinafter referred to as the "Wife") and Benjamin L. Led-Better (hereinafter referred to as the "Husband") at Nashville, Tennessee.

W I T N E S S E T H:

WHEREAS, a petition for divorce is being filed by and between the parties named above in the Circuit Court for Davidson County, Tennessee, under Docket No. 86D-2132; and

WHEREAS, the parties hereto now desire to enter into this agreement for the purpose of making final disposition of their jointly held property; and

WHEREAS, the parties hereto agree that in the event a divorce decree is granted to either party at any time after this date that the interests of the respective parties in all joint and marital property shall be determined by the terms of this agreement; and

WHEREAS, the parties have further agreed that this agreement shall be incorporated into and become a part of any divorce decree for the purposes hereinbefore stated;

NOW THEREFORE, in consideration of the premises and mutual agreements of the parties hereinbefore and after mentioned, the parties, and each of them agree as follows:

1. The parties have two children Lynne Faye Led-Better and Lori Kaye Led-Better both of whom have reached their majority.

2. The parties own certain real property described below in which they have agreed as follows:

Land in Davidson County, Tennessee being Lot No. 671, Edge-O-Lake Estates, Section 16 of Record in Plat Book 4175, Page 157, Register's Office, Davidson County, Tennessee to w-ich reference is made for a more complete description.

The real property at 2832 Creekview Drive shall become the separate property of the Husband and by the execution of this agreement the Wife hereby quitclaims any interest she may have in

said property over to the Husband and acknowledges that he is vested with the fee simple title to said property. The Wife shall be allowed to live in the house for a maximum period of seven (7) years or until her mother dies. Upon the happening of either event, the Wife shall remove herself and her personal belongings from said house within thirty (30) days. Should the Husband decide to sell the house during the Wife's occupancy as permitted above, then she shall receive out of the sale price of said house one-half (1/2) of the net proceeds (net proceeds shall be the amount after the payment of the normal real estate closing costs, mortgages against the property, or any other debt against the property and shall also include repair and improvement costs). The Wife shall not be allowed to move any friends into the house to live with her. The Husband shall be responsible for and hold the Wife harmless from any mortgage payments and utilities as it relates to the real property.

3. The parties own a 1986 Dodge which shall be the property of the Wife and any interest the Husband has therein is divested from him and vested in the Wife.

4. The parties own a 1983 Pontiac which shall become the property of the Husband and any interest the Wife has therein is divested from her and vested in the Husband.

5. The parties have a Visa card and a Cain Sloan account both of which the Wife shall become responsible for after the execution of this agreement and will hold the Husband harmless from any responsibility therein and the Husband shall return his Visa card to the bank and notify Cain Sloan that he will not be using the account.

6. The parties have certain furniture and furnishings located within the real property which they will divide at the time the Wife moves herself and her personal belongings from the premises.

7. The Husband shall pay the court cost and his attorney fees.

8. The Husband and the Wife acknowledge that this agreement is in their manifest best interest and ultimate welfare and that this agreement constitutes the entire contract between the parties. The parties further acknowledge that the provisions of this agreement are fair, adequate, reasonable and satisfactory and that they accept these provisions in full satisfaction of all marital obligations of

the Husband and the Wife to each other and that they each release and forever relinquish any claim which they may have against the other for alimony, support or property of any kind, except as provided and stated specifically herein.

IN WITNESS WHEREOF, the parties have entered into this agreement by subscribing hereto their respective signatures all as of the day and date aforesaid.

M. NORRIS JENKINS

Attorney for Plaintiff

"HUSBAND"

BENJAMIN L. LED-BETTER

"WIFE"

JOAN K. LED-BETTER

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Benjamin L. Led-Better, the within named, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 8th day of July, 1986.

My Commission Expires:
My Commission Expires April 17, 1988

NOTARY PUBLIC

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Joan K. Led-Better, the within named, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 8th day of July, 1986.

My Commission Expires:
My Commission Expires April 17, 1988

NOTARY PUBLIC

It is further ORDERED, ADJUDGED and DECREED that Plaintiff Benjamin L. Led-Better shall pay the cost of this cause for which execution shall issue if necessary.

JUDGE

9-16-86.

M. NORRIS JENKINS

Attorney for Benjamin L. Led-Better

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TN
JUL 27 3 27 PM '87
IDENTIFICATION REFERENCE
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CERTIFICATE OF SERVICE

I hereby certify that a copy the foregoing Final Decree was mailed this 12th day of September, 1986, to Joan K. Led-Better, 2832 Creekview Drive, Nashville, TN 37217.

M. NORRIS JENKINS
Attorney for Benjamin L. Led-Better

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* sixteenth *day of* September, *19* 86, *in Case Number* 86D-2132 *between* Benjamin L. Led-Better *Plaintiff, and* Joan K. Led-Better *Defendant, as same remains of record in Book* 155C, *Page* 2073 *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* 17th *day of* June *in the year one thousand nine hundred and* eighty-seven *and in the* 211th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*
By _____, *D.C.*

Form #GR-117