9-5-114
1180/2215

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

9-5-114
168

E. J. FERRELL,

Plaintiff

vs.

JOYCE S. FERRELL,

Defendant

BOOK 7325 PAGE 571

NO. 96179

AUG 14 10 18 AM '87

DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

55949

FINAL DECREE

This Cause came on to be heard on the 31st day of August, 1979, before the Honorable Harry S. Lester, Judge of the Second Circuit Court for Davidson County, Tennessee, upon the Original Complaint of the Plaintiff, E. J. Ferrell, for an Absolute Divorce on the grounds of Irreconcilable Differences and the approval of the Property Settlement Agreement of the parties, dated July 31, 1979, the Answer of the Defendant, Joyce S. Ferrell, to the Original Complaint having been withdrawn, the Counsel for the Defendant being present, the hearing proceeded upon the testimony of the Plaintiff and the presentation to the Court of the Property Settlement Agreement, whereupon the Court is of the affirmative opinion that the aforestated Settlement Agreement does, by it's terms, fairly and adequately provide for the equitable settlement of the property rights between the parties to this Cause, and accordingly, is approved by the Court, with the Plaintiff being granted an Absolute and Final Divorce in this Cause upon the grounds of Irreconcilable Differences. The Property Settlement Agreement having been affirmatively approved by the Court, it is by reference and attachment incorporated into this Final Decree, having the same legal force and effect as if copied herein verbatim.

It Is Therefore, ADJUDGED, ORDERED AND DECREED by the Court that the "Property Settlement Agreement" dated July 31, 1979, entered into between E. J. Ferrel and Joyce Sleane Ferrell, be and it is affirmatively approved by the Court, that the Plaintiff be granted a Final and Absolute Divorce from the Defendant on the grounds of Irreconcilable Differences, and the parties hereto be

be restored to the same status as unmarried persons.

It is further ADJUDGED AND ORDERED by the Court that the subject Property Settlement Agreement be incorporated into this Final Decree by reference and attachment, having the same legal effect and force as if copied herein verbatim, and the Court does so ORDER.

It Is The ORDER of the Court that the Defendant be responsible for the balance of the Court Costs for which execution may issue if necessary.

APPROVED FOR ENTRY:

J. R. Wachter

JIM H. WACHTER
Attorney for Plaintiff
400 North Gallatin Road
Madison, Tennessee 37115

Harry S. Gass

CIRCUIT COURT JUDGE

Enter This 5 Day of Sept., 1979

cc: Mr. J. C. McMurtry
Attorney for Plaintiff
Guthrie Building
Gallatin, Tennessee 37066
9/21/79

FILED

AUG 7 1979

GEORGE L. ROOKER, Clerk

FERRELL VS. FERRELL DOCKET NO. 96179

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, unhappy and irreconcilable differences have arisen and have continued for a considerable length of time between the parties to this "Property Settlement Agreement", i.e., E. J. Ferrell, hereinafter referred to as the "Husband" and Joyce Sleane Ferrell, hereinafter referred to as the "Wife", making it impossible for these parties to have a happy and lasting martial relationship together.

As a consequence of these Irreconcilable Differences, the "Husband" did, on the 1st day of May, 1979, file for an Absolute Divorce from the "Wife", such Court proceedings being Docket Number 96179.

The parties to this Property Settlement Agreement and the referred to Divorce proceedings, being desirous of settling any and all, present and future, rights and interests of whatever nature and kind that may exist between them, without dispute or ill-feeling on the part of either party, do hereby enter into this Property Settlement Agreement as appears hereinbelow, subject to the approval of the Court, as follows:

1. The "Wife" is to have vested in her as her sole property, the home realty located at 207 Lovell Street, Madison, Davidson County, Tennessee, along with the household articles and furnishings, the furniture and appliances contained therein, along with the push lawnmower and the small items located in and about the utility shed.

2. The "Wife" is to have as her sole property, the plain "crock" and the two (2) antique irons. The "Husband" is to have as his sole property the three (3) legged kettle, the swing-around lead coffee pot, the four (4) legged center spool table, in addition to the personal property items hereinafter referred to.

3. The "Wife" is to have as her own, the money in the joint savings account, amounting to around ($640.00) dollars, and is to have as her own, ($1,500) dollars from the joint checking account of the parties. These two (2) accounts are with the First American National Bank.

E. J. Ferrell

4. In addition, the "Husband" is to retain and have as his sole property, the (14) foot boat, 40 H.P. motor and trailer thereto, and is to additionally pay the "Wife" seven hundred fifty ($750) dollars.

5. The "Husband" is to have vested in him as his sole property, the rental house, located at 333 Lanier Drive, Madison, Davidson County, Tennessee.

6. The "Wife" is to have vested in her as her sole property, the 1976 Ford Granada, 4 door, 302 engine, auto, which auto is presently titled to the "Husband".

7. The "Husband" is to have vested in him as his sole property the Garden Tiller, the Gun Collection, along with the one (1) crock with churn, and any other small items of property from his mother or relatives personal to the "Husband".

8. The "Husband" is to have vested in him as his sole property, his full individual interest and share in and to the business he and James G. Bandy and Doug Carver own and operate, known as Madison Improvement Company. This interest in the said business would include all of the equipment, supplies, and any and all property items, assets, bank account or accounts, and good-will relating to such business.

9. The "husband" is to have and to retain as his sole property, the 1977 Ford Van, encumbered through the Commerce Union Bank. This vehicle is used in the business described in paragraph 8, supra.

10. The "Husband" is to have as his sole proeprty or asset, any other item of property or asset, not herein vested in the "Wife" as her sole property, to include the "coin" collection in the entirety.

11. The "Husband" does agree and promise to fully paint the present home of the parties at 207 Lovell Street, Madison, and to do what minor repairs that might be apparent.

12. The "Wife" does hereby agree and does understand that the monies she is to receive, along with the home realty and other property belongings hereinabove described, is in lieu of any right she may have to present and/or future periodic maintenance and/or alimony payments.

E. J. Jones

13. The "Husband" does agree and promise to be responsible for any existing debt obligations of the parties, whether individually or jointly owed. Each party agrees to be responsible for the fee payment of their retained legal counsel.

14. The "Husband" is to be responsible for the payment of any Court Costs balance that may be assessed by the Circuit Court Clerk at the conclusion of the final divorce.

This Property Settlement Agreement entered into by and between E. J. Ferrell and Joyce Seleane Ferrell, on this the 31st day of July, 1979, at Madison, Davidson County, Tennessee.

WITNESS

E. J. FERRELL

WITNESS

JOYCE SLEANE FERRELL

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* Second *Circuit Court for Davidson County, Tennessee, on the* 5th *day of* September, *19*79, *in Case Number* 96179 *between* E.J. Ferrell *Plaintiff, and* Joyce S. Ferrell *Defendant, as same remains of record in Book* 118C, *Page* 2275 *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* 11th *day of* August *in the year one thousand nine hundred and* Eighty- Seven *and in the* 212th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By D. Rooker, *D.C.*

Form #GR-117