1638/507

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

PATRICIA ANN HARE,)
)
VS.) NO. 87D-1566
)
ROYNDAL E. HARE, SR.)
)

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FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on the 24th day of July, 1987, before the Honorable ~~James R. Everett, Jr.~~ Muriel Robinson, Judge, upon the original Petition of the Complainant, testimony of the Complainant, statement of counsel for the Complainant, and the entire record in this cause, from all of which the Court finds:

That the parties were married on January 9, 1965, in Gainsboro, Tennessee; that the Petition herein was filed on May 14, 1987, service waived as provided by statute, said date being more that sixty (60) days prior to the date of the hearing; that at the hearing of this cause the facts charged in the Petition were proven to be true; that is, that irreconcilabe differences exist between the parties to the extent that further cohabitation as husband and wife is no longer possible or proper.

The Court has also examined the Property Settlement Agreement entered into by the parties and the Court affirmatively finds from said agreement that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any and all property rights between them. The Court notes that there are no minor children of this marriage.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** by the Court that the bonds of matrimony heretofore existing and subsisting between the Defendant Royndal E. Hare, whose current address is P.O. Box 597, White Bluff, TN 37187, and the Complainant, Patricia A. Hare, whose current address is 2411 McGinnis Drive, Nashville, TN 37216, should be, and hereby are, forever and perpetually dissolved, and the Complainant is hereby granted an Absolute Divorce from the defendant and the parties are restored to all of the rights and privileges of an unmarried person.

It is further **ORDERED** that Property Settlement Agreement entered into by the parties is hereby approved and **ORDERED** set forth herein, to wit:

61852
IDENTIFICATION REFERENCE
SEP 2 12 22 PM '87
DAVIDSON COUNTY, TN

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into by and between PATRICIA ANN HARE, hereinafter referred to as Wife, and ROYNDAL E. HARE, SR., hereinafter referred to as Husband.

WITNESSETH:

WHEREAS, ireconcilable differences have arisen between the parties to the extent that they can no longer live together as Husband and Wife, and,

WHEREAS, the WIFE has filed a Complaint for Absolute Divorce in the Circuit Court for Davidson County, Tennessee under docket number 87D-1566, and the parties hereto are desirous of settling all controversies between them concerning their rights and obligations as a result of this marriage.

NOW, THEREFORE, the parties agree as follows:

1. The parties own real property known as 2411 McGinnis Drive, Nashville, Tennessee. The Husband hereby agrees that the Wife shall have the houses and lots located at 2411 Mcginnis Drive, Nashville, Tennessee, in fee simple absolute. Husband further agrees that he shall pay the mortgage payment on the realty until the mortgage is paid off, or until the Wife remarries, whichever occurs first, aand the Husband further agrees that he shall hold the Wife harmless from said mortgage payment during the time he is obligated to make said payments. Husband further agrees to do all things necessary to transfer the lot and building at McGinnis Drive to the Wife.

2. There have been two (2) children born to the parties as a result of this marriage, Rhonda Ann Hare, date of birth - 5/8/66 and Royndal E. Hare, date of birth - 12/19/67, both of who have reached the age of majority.

3. The parties agree that all household goods, furniture, furnishings and all items of a purely personal nature shall be deemed to be the sole and separate property of the party having possession of the item at the time of the execution of this Agreement.

4. The Wife shall have as her sole and separate property, the Pontiac 1000, 1986 model, with the Wife to hold the Husband harmless for non-payment of any indebtedness owed in respect thereof. The parties further agree that they both have incurred debts since they have been separated and they both agree that each shall be responsible for the debt they have incurred in their individual names and hold the other harmless therefrom.

5. The Husband shall has as his sole and separate property, all realty and personal property not specifically given to the Wife and shall pay any and all indebtedness owed in respect thereof, holding the Wife harmless for non-payment.

6. The Husband further agrees to pay the electricity payment on the buildings and lot located at McGinnis Drive for a period of one (1) year from the final order of divorce and hold the Wife harmless from said bill for the period described. The Husband further agrees that he shall assume any income tax debt owing to date and that he shall hold the Wife harmless therefrom.

7. Both parties agree not to incur any debts or obligations for which the other might become liable after the execution of this Agreement.

THIS AGREEMENT, if and when approved by the Court having jurisdiction of this cause, may be incorporated in any decree of divorce which might be granted to the parties, or either of them, and shall operate as a full and final settlement of any and all claims or demands arising between the parties which either party may now have or which might accrue to either in the future as a result of this marriage, except as herein otherwise provided, including but not limited to, maintenance, support, alimony, homestead, inheritance, or any other interest or demand which might otherwise be asserted by either party against the other or against the property or estate of the other.

THIS AGREEMENT shall not be construed as an agreement to allow either party to obtain a divorce and either or both parties are free to seek or contest any action otherwise allowable by law.

THIS AGREEMENT has been entered into by both parties of their own free will and accord, free from any undue or improper influence, fraud, coercion, duress or misrepresentation and only after each party has had the opportunity to seek the advise of and to consult with counsel.

IN WITNESS WHEREOF the Wife has hereunto affixed her signature on this 17th day of March, at Nashville, Tennessee, and the Husband has hereunto affixed his signature on this 30th day of April, 1987, at Nashville, Tennessee.

/S/ PATRICIA ANN HARE

PATRICIA ANN HARE

/S/ ROYNDAL E. HARE, SR.

ROYNDAL E. HARE, SR.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the said County and State, the within named PATRICIA ANN HARE, one of the bargainors,

with whom I am personally acquainted, and who acknowledged that the within instrument was exeucted for the purposes therein contained.

Witness my hand and official seal on this 17th day of March at Nashville, Tennessee.

/S/ AMANDA JANE MCCLENDON

NOTARY PUBLIC

My commission expires: 3-8-89

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STATE OF TENNESSEE

COUNTY OF DAVIDSON.

Personally appeared before me, the undersigned, a Notary Public in and for the said County and State, the within named ROYNDAL E. HARE, SR., one of the bargainors, with whom I am personally acquainted, and who acknowledged that the within instrument was executed for the purposes therein contained.

Witness my hand and official seal on this 30th day of April at Nashville, Tennessee.

/S/ WILLIAM A. KLAUSE

NOTARY PUBLIC

My commission expires: 12-7-1988

It si further ORDERED that the Plaintiff shall pay the costs of this cause, and execution may issue for any and all of the above.

ENTERED this 24th day of July, 1987.

JUDGE

APPROVED FOR ENTRY:

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AMANDA J. MCCLENDON
Attorney for the Complainant
3221 Nolensville Road, Suite 1
Nashville, TN 37211
(615) 833-5858

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree of Absolute Divorce was mailed, postage prepaid, to the Defendant, Royndal E. Hare, Sr., P.O. Box 597, White Bluff, TN 37187, on this 12th day of July, 1987.

AMANDA J. MCCLENDON

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* 27th *day of* July, *19*87, *in Case Number* 87D-1364 *between* Patricia Ann Hare *Plaintiff, and* Royndal E. Hare Sr. *Defendant, as same remains of record in Book* 113A, *Page* 501 *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* 10th *day of* September *in the year one thousand nine hundred and* 87 *and in the* 211th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By [signature] *D.C.*

Form #GR-117