090-16-0 305.00

143A/340

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SYDNEY PATE
Plaintiff

BOOK 7401 PAGE 667

vs.

No. 84D-3891

EDWARD PATE
Defendant

FILED
1985 MAR -8 PM 3:57
GEORGE L. HOOKER, CLERK
D.C.

FINAL DECREE

This cause came on to be heard on the 21st day of Feb, 1985 before the Honorable Marietta Shipley, sitting as Special Judge for the Fourth Circuit Court upon the original bill of divorce, property settlement agreement and witnesses examined in open Court and the entire record in this cause.

From all of which it appears the grounds of irreconcilable differences have been adequately and sufficiently sustained and that the Plaintiff, Sydney Pate is entitled to an absolute divorce.

It further appears to the Court that the differences have been resolved by a Property Settlement Agreement and the same is equitable and this Court is pleased to approve same and said property settlement agreement is hereby made a part of this Order.

81964

IDENTIFICATION REFERENCE

Nov 12 11 05 AM '87

ALEX J. WILSON II REGISTER
DAVIDSON COUNTY, TN

PAID

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SYDNEY PATE,
Plaintiff

BOOK 7401 PAGE 668

'85 FEB 15 PM 3:22

vs.

NO. 84D-3891

EDWARD PATE
Defendant

PROPERTY SETTLEMENT AGREEMENT

THIS PROPERTY SETTLEMENT AGREEMENT made this 27 day of December, 1984, by and between Sydney Pate, hereinafter "Wife", and Edward Pate, hereinafter "Husband";

WHEREAS, the parties are presently married but a divorce is pending between them in the Fourth Circuit Court for Davidson County, Tennessee, in civil action number 84D-3891; and,

WHEREAS, both parties are desirous of settling such issues and controversies in connection with any divorce case now or hereafter pending between said parties relating to property rights, alimony and support;

NOW, THEREFORE, in consideration of the terms, covenants and provisions hereinafter set forth, Husband and Wife agree as follows:

1. DIVORCE: Wife shall obtain an absolute divorce under the statutory grounds of irreconcilable differences pursuant to the provisions of Tennessee Code Annotated 36-801(II) (Supp. 1983).

2. CUSTODY AND SUPPORT: There were no children born to this marriage.

3. REAL ESTATE: All right, title and interest in and/or to the residence formerly occupied by the parties now occupied by the Wife, generally known and described as 6420 Premier Drive, Nashville, Tennessee shall be divested as to Husband and vested in the wife in fee simple as alimony in solido, said property is more specifically described as follows:

Being lot No. 706 on the Plan of Sec. XII, Charlotte Park, as of record in Book 2900, page 127 and 128, Register's Office for said County.

Said Lot No. 706 fronts 67 feet on the northwesterly side of Premier Drive, and extends back 148.6 feet on the southwesterly line and 147.2 feet on the northeasterly line, to a dead line in the rear on which it measures 84 feet.

Being the same property conveyed to James Ray Overby and wife, Sydney E. Overby, by deed from James E. White and wife, Sara Jo White, which deed is being recorded simultaneously

herewith.

The parties own interest in a trailer and lot known as the "fishing camp" on Beaver Dam Creek near Camden, Tennessee in Benton County. It is the desire of the Wife to relinquish any and all claims she may have on said property. Both parties will agree to sign papers, deeds, etc., to transfer said property in accordance with their wishes and desires.

Wife hereby agrees in consideration to pay to the Husband the sum of $20,000.00 cash upon date said Divorce Decree becomes final.

4. AUTOMOBILE: The 1979 truck titled to Husband will be retained by him and the 1974 Plymouth titled to the Wife shall be retained by her.

5. FURNITURE AND HOUSEHOLD FURNISHINGS: The parties have mutually agreed between themselves as to the division of the household furniture and furnishings and is to keep the furniture which is now in their possession.

6. INDEBTEDNESSES: Having no outstanding debts at this time, each party agrees to hold harmless the other party for bills incurred after the date of the signing of this instrument.

7. FINALITY OF SETTLEMENT: This Agreement, if and when approved by the Fourth Circuit Court for Davidson County, Tennessee, at Nashville, or other court of competent jurisdiction in Davidson County, Tennessee, shall be incorporated into a final decree of divorce which might be granted to the parties, or either of them, and shall operate as a full and final settlement and adjudication of any and all claims or demands arising out of the marital relationship now existing between the parties for which either may now have or which might hereafter accrue to either in the future, except as otherwise herein provided. Specifically included in this Agreement are any and all claims for support, maintenance, alimony, attorneys' fees, dower, homestead, inheritance or any other interest or demand which might otherwise be asserted by either party against the other, or against the party or estate of the other.

8. ATTORNEY'S FEES: Each of the respective parties shall be responsible for and pay the attorneys' fees for the attorneys utilized by each in obtaining this divorce.

9. ENFORCEMENT: Subsequent to the execution of this Agreement and entry of a final decree in the pending divorce, should either party fail to perform and/or default in the performance of any term, condition and/or obligation imposed upon it herein necessitating proceeding and/or proceedings to enforce and/or compel performance by such party, then the party failing to perform and/or defaulting, shall pay any and all costs which were occasioned by such breach, including reasonable attorney's fees, whether suit be brought or not, incurred to compel performance of this Property Settlement Agreement.

10. COSTS: Both the Husband and Wife shall pay 1/2 of all court costs incurred in this proceeding.

IN WITNESS WHEREOF, Wife and Husband have each executed this Agreement for all of the purposes herein contained with the full intention of being bound hereby on this the 27th day of December, 1984.

Sydney Pate
SYDNEY PATE

Edward W Pate
EDWARD PATE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Shirley A. Thompson a Notary Public in and for said County and State, the within named Sydney Pate and Edward Pate, with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and seal at Nashville, Tennessee, this 27th day of Dec., 1984.

Shirley A. Thompson
Notary Public

My Commission expires: April 30, 1986

IT IS ORDERED, ADJUDGED and DECREED that the bonds of matrimony be hereby dissolved and the parties restored to all the rights and privileges of unmarried persons.

That all provisions of said Property Settlement Agreement are hereby approved and made the judgment of the Court.

The final costs of this cause will be split equally between the parties.

This the 8th day of March, 1985.

Marietta M. Shipley
Trial Judge

APPROVED FOR ENTRY:

H. Tom Kittrell, Jr.
H. Tom Kittrell, Sr.
1916 Parkway Towers
Nashville, Tn. 37219
(615) 244-0095

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been mailed to Mr. Edward Pate, 6420 Premier Drive, Nashville, Tennessee, 37209, this 26th day of Feb, 1985.

H. Tom Kittrell, Jr.
H. Tom Kittrell, Sr.

BOOK 7401 PAGE 672

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* 8th *day of* March, *19* 85, *in Case Number* 84D-3891 *between* Sydney Pate *Plaintiff, and* Edward Pate *Defendant, as same remains of record in Book* 143A, *Page* 340 *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* 12th *day of* November *in the year one thousand nine hundred and* eighty-seven *and in the* 212th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By A. Gregory *D.C.*

Form #GR-117