1708 | 1510

FILED
1988 JUN 21 PM 3:30
GEORGE L. ROOKER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

CARROLL JACKSON MADDIN,

Plaintiff,

vs.

JAMES THOMAS MADDIN,

Defendant.

No. 87D-3116

BOOK 7595 PAGE 177

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 21st day of June, 1988, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original petition for absolute divorce filed by complainant, the answer thereto and the subsequent withdrawal thereof, submission to the Court of the Marital Dissolution Agreement heretofore entered into by and between the parties, testimony of plaintiff, statements of counsel for plaintiff, and upon the record as a whole. From all of which the Court finds that the parties have suffered irreconcilable differences.

It is therefore, ORDERED, ADJUDGED AND DECREED that the plaintiff, Carroll Jackson Maddin, is hereby awarded an absolute divorce from the defendant, James Thomas Maddin, on the grounds of irreconcilable differences, T.C.A. 36-4-103, and she is hereby restored to all the rights and privileges of an unmarried person.

Pursuant to T.C.A. 36-4-103(b), the Court affirmatively finds that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties. The Court hereby approves the Marital Dissolution Agreement and the same is hereby incorporated in words and figures as follows:

47 7.1:6

IDENTIFICATION REFERENCE

JUL 8 4 04 PM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson County, Tennessee, a petition for an absolute divorce filed by CARROLL JACKSON MADDIN, hereinafter referred to as Wife, against JAMES THOMAS MADDIN, hereinafter referred to as Husband, under Docket No. 87D-3116, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a property settlement agreement and tender same to the Court for approval in the event a decree of divorce is granted in this cause, and

WHEREAS, both these parties have been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

(1) CONSIDERATION: The consideration for this agreement is the mutual promises and agreements herein contained.

(2) NO INTERFERENCE: Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

(3) TAX EXEMPT STATUS: This agreement is a transfer of appreciated property between spouses in connection with a divorce and is not a sale or exchange or other disposition, but is a division of property by co-owners.

(4) TRIAL: Wife will proceed to trial to obtain an absolute divorce on the grounds of irreconcilable differences.

(5) PERSONAL PROPERTY: The Wife is awarded all of the household furniture, furnishings and fixtures with the exception of the gun cabinets. Husband is awarded his personal clothing, the gun cabinets and all guns with the exception of the 30-30 Marlin rifle and the .38 Special derringer, which is awarded to the Wife.

(6) REAL PROPERTY: Wife is awarded one-half of any and all interest Husband has in the six (6) acres of real property located at 2048 through 2056 Smith Springs Road, Nashville, Davidson County, Tennessee, which is more particularly described as follows:

A tract of land in the 2nd, formerly the 5th, Civil District of Davidson County, Tennessee, described according to a survey thereof made May 21, 1953, by James A. Hamilton, Jr., Surveyor, as follows:

Beginning in the center of Smith Springs Road at the southeast corner of the property conveyed to Buford Walden, by deed from Roy Westley Hardy, Jr., and wife, of record in Book 1452, page 339, Register's Office for said County; thence with the center line of said road, south 87 degrees 20 minutes east 294.5 feet to a point; thence north 1 degree 10 minutes east 300 feet to a point; thence south 87 degrees 20 minutes east 100 feet to a point in the westerly line of the M.T. Rader property; thence north 1 degree 10 minutes east 481 feet to a point; thence south 88 degrees 22 minutes west 302.8 feet to an iron pin in R.M. Merriweather's south line; thence south 9 degrees west 462.2 feet to an iron pin; thence south 7 degrees 45 minutes west 301 feet to the center of Smith Springs Road, the point of beginning, containing 5.3 acres, more or less.

Being the same property conveyed to Grover N. Lesley by deed from Lovie P. Holman, a widow, as of record in Book 3068, page 313, Register's Office for Davidson County, Tennessee, the said Grover N. Lesley having since died and devising a one-half undivided interest in the same property by Last Will and Testament to James T. Maddin, and his two children Monica and Norica.

A tract of land in the 2nd, formerly the 5th Civil District of Davidson County, Tennessee described as follows, according to a survey made by Watkins and Murray, Surveyors, July 3, 1947:

Beginning at an iron pin in the center of the Smith Springs Road in the westerly line of the M.T. Rader Tract; thence with said tract, north 1 degree 10 minutes east 300 feet; thence westwardly 100 feet; thence southwardly 300 feet; thence to the center of Smith Springs Road; thence with the center of said road, 87 degrees 20 minutes east 100 feet to the beginning.

Being the same property conveyed to Mr. Grover N. Lesley from Virginia A. Wood, widow, as of record in Book 3822, page 330 Register's Office for Davidson County, Tennessee, the said Grover N. Lesley having since died and devising a one-half undivided interest in the same property by Last Will and Testament to James T. Maddin and his two children Monica and Norica.

In no event shall Wife's share in said real property be less than a one-twelfth interest. Wife has the exclusive right

to occupy the premises at 2056 Smith Springs Road, Nashville, Davidson County, Tennessee, for so long as she desires.

(7) CEMETERY LOTS: The parties acknowledge that they have four (4) grave lots located at Harpeth Hills Memorial Gardens and Wife is awarded two (2) of said lots and Husband is awarded two (2) lots.

(8) INSURANCE: All of Husband's right, title and interest in and to a certain life insurance policy on his life with the Baker's Life and Casualty Company is hereby awarded as the exclusive property of the Wife.

(9) VEHICLES: Husband is awarded the exclusive ownership of the 1972 Ford pickup truck and the 1955 Chevrolet automobile. Wife is awarded the exclusive ownership of the 1980 Dodge automobile and the 1976 Cordova automobile.

(10) VOLUNTARY ACCEPTANCE: Each party acknowledges that the agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

WITNESS OUR HANDS, this 10th day of June, 1988 as to the Wife and the 14th day of June, 1988 as to the Husband.

Nellie Carroll Maddin
WIFE

James T. Maddin
HUSBAND

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within named, CARROLL JACKSON MADDIN, with whom I am personally acquainted and who made oath that she executed the foregoing instrument for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 14th day of June, 1988.

Betsy D. Albright
NOTARY PUBLIC

My Commission Expires 5/8/91

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within named, JAMES THOMAS MADDIN, who acknowledged that he executed the foregoing instrument for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee this 11 day of June, 1988.

C Gaskin
NOTARY PUBLIC

My Commission Expires 10-19-91

It is ORDERED, ADJUDGED and DECREED that all provisions of said Marital Dissolution Agreement are hereby approved and made the judgment of the Court.

The final costs of this cause will be paid by the defendant, for which execution may issue if necessary.

ENTER this 21st day of June, 1988.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

Clara Willis Byrd
CLARA WILLIS BYRD
ATTORNEY FOR CARROLL JACKSON MADDIN
12th Floor, First American Center
Nashville, Tennessee 37238-0073
#9914

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed with proper postage affixed to the Attorney for the Defendant, Mr. R. Ray Galbreath, 901 Stahlman Building, Nashville, Tennessee 37201 on this the 21st day of June, 1988.

Clara Willis Byrd
CLARA WILLIS BYRD

5223 07/08 0101 03CHECK 21.00

BOOK 7595 PAGE 183

mail
Clara Byrd. Atty
1st Amer Center
37238

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* TWENTY-FIRST *day of* JUNE, *19* 88, *in Case Number* 87D-3116 *between* CARROLL JACKSON MADDIN *Plaintiff, and* JAMES THOMAS MADDIN *Defendant, as same remains of record in Book* 170B, *Page* 1510 *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* 29th *day of* JUNE *in the year one thousand nine hundred and* EIGHTY-EIGHT *and in the* TWO HUNDRED-TWELFTH *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Walter L. Adams *D.C.*

Form #GR-117