File Box 25-A (Sandra) Third Natl Bank

(N 1/2 S. & MAP & Parcel (NO. 90-12-319 122C/236)

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

'82 JAN 13 PM 2:30

JANICE LYNN HELTON

VS.

JOHN CLAYTON HELTON, JR.

BOOK 7718 PAGE 539

NO. 81D-3210

D.C.

FINAL DECREE

This cause came on to be heard this 13th day of January, 1982, before the Honorable Joe C. Loser, Jr., Judge of the Third Circuit Court for Davidson County, Tennessee, upon original Complaint for Absolute Divorce filed by Janice Lynn Helton, default judgment having been entered, and an executed Property Settlement Agreement heretofore filed with the Court. And, after a review of the Interrogatories of the complainant, the Court was of the opinion that the allegation had been fully sustained, that is that the parties have irreconcilable differences, and that complainant should be awarded an absolute divorce, and that the Agreement entered into by and between the parties should be approved and made a part of this Final Decree.

It is, therefore, ORDERED by the Court that complainant, Janice Lynn Helton, be, and she is hereby granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further ORDERED by the Court that the Property Settlement Agreement entered into by and between the parties is attached hereto, approved by the Court, and made a part of this Final Decree.

It is further ORDERED by the Court that the real property heretofore owned by the parties as tenants by the entirety, and which is now vested in complainant to be hers absolutely, is described in words and figures as follows:

90409

IDENTIFICATION REFERENCE

DEC 2 2 00 PM '81

Land in Davidson County, Tennessee, being Lot No. 22 on the Plan of Foundry Heights, Section I, as of record in Book 3600, page 16, Register's Office for said County.

Said Lot No. 22 fronts 60 feet on the eastern margin of Foundry Drive and runs back 151.3 feet on the northern line and 148.7 feet on the southern line to a dead line in the rear measuring 60.05 feet thereon.

Being the same property conveyed to Larry D. Cook and wife, Edith Cook by deed from Jerry Wilson and wife, Melva B. Harris, of record in Book 4509, page 925, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to John C. Helton, Jr. and wife, Janice C. Helton, by deed from Larry D. Cook and wife, Edith Cook, of record in Book 5204, page 74, Register's Office for Davidson County, Tennessee.

It is further ORDERED by the Court that the cemetary lots divided equally between the parties are described as follows:

Garden Chapel Hill East, Lot No. 80, Section C, Space 1, 2, 3 and 4 of the Harpeth Hills Memorial Gardens, Inc. acquired by the parties on January 28, 1981, under contract No. H5128, Deed 5159.

Enter this ____ day of _____, 1982.

JOE C. LOSER, JR., Judge

1/13/82

APPROVED FOR ENTRY:

JACK A. BUTLER
Attorney for Janice L. Helton

C E R T I F I C A T E

I hereby certify that a true and exact copy of the foregoing Final Decree has been forwarded to Mr. Jack Thompson, Attorney for Defendant, 4525 Harding Road, Nashville, Tennessee 37205, this 7 day of Jan, 1982.

JACK A. BUTLER

RECEIVED THIS 7
DAY OF Jan., 1982

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a notary public in and for said county and state, the within named JANICE LYNN HELTON, who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal, this the _____ day of _____, 1981.

_____
NOTARY PUBLIC

My Commission Expires: 7-21-85

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a notary public in and for said county and state, the within named JOHN CLAYTON HELTON, JR. who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal, this the _____ day of _____, 1981.

_____
NOTARY PUBLIC

My Commission Expires: 7-21-85

LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

'82 JAN 13 PM 2:30
CLERK & MSTR. CLERK
D.C.

JANICE LYNN HELTON *

VS. * NO. 81D-3210

JOHN CLAYTON HELTON, JR. *

BOOK 7718 PAGE 542

A G R E E M E N T

In this cause it appears to the Court that complainant has filed for an absolute divorce and further that the parties are desirous of settling their custody and property rights, all subject to the approval and sanction of the Court. In the event the Court should see fit to grant complainant absolute divorce in this cause on the grounds of irreconcilable differences, the parties have agreed as follows:

1. Wife shall receive the full care, custody, and control, of the minor child of the parties.

2. Husband shall have visitation privileges with the parties' minor child specifically on every Sunday from 1:00 P.M. until 9:00 P.M. and every Tuesday from 5:00 P.M. until 9:00 P.M.

3. Wife shall have all right, title, and interest, to the real property or house and lot owned by the parties. She shall be responsible for all debts, mortgages, and payments, thereon and will hold Husband harmless for any debts and liabilities on said property. In the event Wife decides to sell the house, at that time, Husband shall receive Fifteen Thousand ($15,000.00) Dollars for his interest in said property. It is understood and agreed between the parties that the property will either be conveyed to Wife in the Final Decree or that Husband will sign a Quit-Claim Deed conveying the property to her.

4. Wife is to receive all right, title, and interest, to the household furniture, furnishings, and fixtures, except Husband shall receive a trestle table, along with the bench and chairs, a roll top desk and chairs, a single dresser, end tables and a coffee

Filed 9/25/81

table, one bed set, and an English Garden silver set.

5. Husband will pay to Wife $50.00 per week as child support, which amount shall be paid directly to her and received by her on each and every Monday.

6. Husband will receive all right, title, and interest to the 1981 Pontiac automobile and be responsible for all debts and mortgages thereon and hold Wife harmless for any debts, mortgages, or payments.

7. Wife shall receive the 1977 Chevrolet automobile as her sole and separate property, which automobile is paid for.

8. Husband and Wife will divide the cemetery lots owned by the parties, each receiving as their sole and separate property two cemetery lots.

9. Wife will keep the hospitalization insurance in full force and effect on the parties' minor child.

10. Husband will keep in full force and effect a $12,500.00 life insurance policy with the Federal Home Life Company wherein the child will remain the beneficiary until the child reaches 18 years of age. The policy insures the life of the Husband.

11. Husband will pay medical expenses for the child until the child reaches 18 years of age and those medical expenses shall be those not covered by hospitalization insurance.

12. Husband will pay the court costs.

13. Wife will claim the child as a deduction her income tax returns.

14. Wife will be responsible for and pay Castner Knotts, Cain Sloan, Sears, and Penney's, charges.

15. Husband will pay Gossard's Jewelry and Levy's.

16. It is further agreed and understood that this Agreement is intended to be the final settlement of the property rights of the respective parties and is a full discharge of Husband and Wife from all other claims arising out of their marital relations

and each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the laws of any jurisdiction in the other property, including without limitation, by waiver or dower, courtesy, statutory allowance, homestead rights, right to take against the Will of the other, inheritance, dissent or distribution, alimony and support, rights to act as administrator or executor of the other's estate, and this Agreement applies to all property now owned by Husband and Wife and any property that either of them may acquire in the future. The Wife and Husband both acknowledge that the provisions of this Agreement are fair, adeuqate and satisfactory and accept them in full and final Settlement of all claims and demands upon each other.

17. It is further understood and agreed by the parties that this Property Settlement Agreement is entered into without undue influence, fraud, coercion or misrepresentation or for any other reason not herein stated.

18. It is further understood and agreed that either party will sign any deed, title, memorandum, paper, or other writing, in order to carry out the terms of this Agreement.

IN WITNESS WHEREOF, the parties have read this Agreement and have familiarized themselves with its contents and signed and executed this Agreement on the 22nd day of December, 1981, as to the Wife, and the 22nd day of December, 1981, as to the Husband.

JANICE LYNN HELTON

JOHN CLAYTON HELTON, JR.

3726 12/02 0101 03CHECK 21.00

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

BOOK 7718 PAGE 545

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* Third *Circuit Court for Davidson County, Tennessee, on the* 13th *day of* January, *19* 82, *in Case Number* 81D-3210 *between* Janice Lynn Helton *Plaintiff, and* John Clayton Helton, Jr. *Defendant, as same remains of record in Book* 122C, *Page* 2361 *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* 28 *day of* November *in the year one thousand nine hundred and* eighty-eight *and in the* two hundred thirteen *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Camille Daniels *D.C.*

Form #GR-117