380/2096

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
1987 OCT -6 PM 2:14
GEORGE L. ROOKER, CLERK
D. Sparlock D.C.

JOSEPH MILES JONES, JR)
Plaintiff)
VS.) No. 87D-2575
BETTY ANN GAINS JONES)
Defendant)

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FINAL DECREE

This cause came to be heard on the 6th day of October, 1987, before the Honorable James Everett, Judge for the Probate Court of Davidson County, Tennessee, Nashville after the original Complaint for Divorce and Marital Dissolution Agreement heretofore file, testimony of the plaintiff, Joseph Miles Jones, Jr. on grounds of irreconcilable differences, T.C.A. 36-4-103(b), statement of council, the entire record, from all of which appeared to the satisfaction of the Court that the plaintiff is entitled to an absolute divorce based upon the grounds of irreconcilable differences.

It further appears that the parties have entered into a Marital Dissolution Agreement, which Marital Dissolution Agreement is found to be fair and will be the order of this Court.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the Bonds of Matrimony heretofore existing and subsisting between the plaintiff, Joseph Miles Jones, Jr. and the defendant, Betty Ann Gains Jones are here and now forever perpetually dissolved, and the plaintiff, Joseph Miles Jones, Jr. is awarded an absolute divorce from the defendant, Betty Ann Gains Jones.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties have entered into a Marital Dissolution Agreement to wit;

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE:

Joseph Miles Jones, Jr.)
Plaintiff,)
)
VS.) No. 87D-2575
)
Betty Ann Gains Jones)
Defendant)

MARITAL DISSOLUTION AGREEMENT

Persuant with the filing of this Marital Dissolution Agreement is now pending in the circuit court of Davidson County, Tennessee,

Witness my hand and offical seal at Nashville, Tennessee, this 9th day of July, 1987.

/ S /
Notary Public

MY COMMISSION EXPIRES:
May 8, 1991

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IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that all provisions of said Marital Dissolution Agreement are hereby approved and made a judgment of the Court. The addresses of the parties are as follows:

Joseph Miles Jones, Jr.
116 Safe Haber Drive
Goodlettsville, Tennessee 37072

Betty Ann Gains Jones
3928 Sussex Drive
Nashville, Tennessee 37202

The plaintiff shall pay the cost of this cause.

ENTERED this ____ day of October, 1987.

Honorable ~~James Everett~~
Probate Judge

David E. Mead
Attorney for the Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a copy of the foregoing to Betty Ann Gains Jones at 3928 Sussex Drive, Nashville, Tennessee 37202,

APPROVED FOR ENTRY:

David E. Mead
Attorney
1940 Elm Hill Pike
Nashville, Tennessee 37210
(615) 889-6060

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

a Divorce styled, Joseph Miles Jones, Jr. the same being docket number 87D-2575 and it appears that the parties are unable to reconcile their differences and it would be to their mutual benefit that the parties settle their differences as to the division of property and they have entered into the following agreement:

WITNESSETH:

For and in the consideration of the promises, the mutual agreements made herein one to the other and other good and valuable considerations the parties hereto agree as follow:

WHEREAS HUSBAND and WIFE were married on January 1, 1953 in Nashville, Tennessee and have maintained residence in Davidson County since, and;

WHEREAS, there have been two children born of this marriage, these children have been emancipated from the home and are married themselves, and;

WHEREAS, HUSBAND has filed a petition for Divorce in the Circuit Court for Davidson County, Tennessee, simultaneously with the filing of this Property Settlement Agreement under appearance number 87D-2575; and;

WHEREAS HUSBAND and WIFE have accumulated an estate, and;

WHEREAS HUSBAND and WIFE desire to settle the matter of their property rights to their estate, and further desire to have this agreement and settlement made a part of and incorporated into any decree of divorce which may be entered dissolving; the marriage of HUSBAND and WIFE, subject to approval of the Court;

NOW, THEREFORE, IN CONSIDERATION of the premises, and in further consideration of the sum of ONE ($1.00) Dollar cash in Hand paid by HUSBAND to WIFE and WIFE to HUSBAND, the receipt of which is hereby acknowledged by HUSBAND and WIFE, and in the futher consideration of the mutual execution of this agreement, it is mutually agreed by and between HUSBAND and WIFE as follows:

1. That this agreement shall be binding on HUSBAND and WIFE, their Heirs, executors, administrators, and assigns, and is the whole and only agreement between HUSBAND and WIFE, an shall not be modified nor varied by parol evidence.

2. That all personal property of the parties has been equitably and equally divided and each has possession thereof.

3. All right, title and interest of HUSBAND to the parties real estate known as, 3928 Sussex Drive, Nashville, Tennessee, 37202, shall be, and is hereby, divested out of HUSBAND and into WIFE free of any claim by HUSBAND. WIFE shall assume the payments and the balance due on the morgage of said real estate, and shall hold HUSBAND harmless and idemnify him from any and all liability thereof.

4. All right, title and interest of HUSBAND in and to a 1981 Buick Regal shall be, and is hereby, divested out of HUSBAND and vested absolutely in WIFE, free of any claim by HUSBAND.

5. All right, title and interest of WIFE in and to a 1986 Nissan truck shall be, and is hereby, divested out of WIFE and vested absolutely in HUSBAND, free of any claim by WIFE. HUSBAND shall assume all payments thereto.

6. All outstanding debts and accounts to date are to be settled and each party agree to pay own debts respectively. HUSBAND shall pay all reasonable court costs and attorneys fees in this cause.

7. It is understood and agreed between the parties that this agreement shall be included verbatim in any final decree entered therin. This agreement shall be construed complete and final settlement of all property rights, alimony, homestead obligations between the parties, and all other obligations arising out of the martial relation except for the rights specifically given in this agreement.

8. It is understood and agreed that each of said parties may, from and after this date and at all times thereafter purchase, acquire, inherit, hold, possess, encumber, dispose of and convey any and all classes and kinds of property, and both real and personnal, as though unmarried and free from the consent, joinder or interferences of the other party; it is being mutually understood that any property of any kind or character hereafter acquired by either party shall be the sole and seperate property of the party so acquiring said property.

9. It is mutually agreed and understood between the parties as part of the consideration for execution of this instruments necessary

or required in order to implement the agreements entered into under this contract.

10. Both HUSBAND and WIFE acknowledge that the property settlement is fair, adequate and satisfactory to both HUSBAND and WIFE, and both HUSBAND and WIFE accept this agreement in full and final settlement. It is further clearly and expressly understood by both parties, the property settlement is entered into without any undue influence, fraud, coercion, or misrepresentation by either HUSBAND and WIFE or the attorney of record for HUSBAND or attorney of record for WIFE.

IN WITNESS WHEREOF, the parties have read this instrument, and each and every word of, are familiar with the contents thereof, and have signed their names this ___ day of ____, 1987.

/ S /
Joseph Miles Jones, Jr.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

4469 12/06 0101 03CHECK 18.00

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, within named Joseph Miles Jones, Jr., with whom I am personally acquainted and who acknowledged that he executed the foregoing agreement for the purposes contained therein. Witness my hand and official seal at Nashville, Tennessee, this 12th day of May, 1987.

/ S /
Notary Public

MY COMMISSION EXPIRES:
9-9-89

APPROVED FOR ENTRY:
/ S /
David E. Mead
Attorney At Law

Dec 6 8 07 AM '88
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

9 | 0 3 2

/ S /
Betty Ann Gains Jones

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the named within, Betty Ann Gains Jones, with whom I am personally acquainted and who acknowledged that she executed the foregoing agreement for the purposes contained therein.

STATE OF TENNESSEE

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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* Probate *Circuit Court for Davidson County, Tennessee, on the* 6th *day of* October, *19* 87, *in Case Number* 87D-2575 *between* Joseph Miles Jones, Jr. *Plaintiff, and* Betty Ann Gains Jones *Defendant, as same remains of record in Book* 38C, *Page* 2096 *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* 1st *day of* December *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 Hamlett *D.C.*

Form #GR-117