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BOOK 7826 PAGE 285

IN THE CIRCUIT COURT FOR SUMNER COUNTY, TENNESSEE

AT GALLATIN

Map 75-9
Par 122 bb

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JAMES MELVIN MILES
330 Featherstone
Gallatin, Tennessee

EMPLOYER: Oscar Mayer
201 Cartwright St.
Goodlettsville, TN

PLAINTIFF

VS.

NO. 6277-C

ARMENTA LOIS MILES
Apartment 913
Village Green Boulevard
Gallatin, Tennessee 37066

Mail

EMPLOYER: Whirlpool
La Vergne, TN

DEFENDANT

FILED 10-17 1988
Date
TIME: 8:15 A M
Kathleen Hughes, Clerk
By: D.C.

FINAL DECREE OF DIVORCE

THIS CAUSE came on to be heard on the 17th day of October, 1988, before the Honorable Thomas Boyers, IV, Judge holding the Circuit Court for Sumner County, Tennessee, at Gallatin, upon the Complaint for Divorce filed by the Plaintiff and upon the Marital Dissolution Agreement signed by both parties and filed in this Court, from all of which it appears that the facts charged in the Plaintiff's Complaint are true and that the parties have irreconcilable differences which cannot be resolved.

IT IS, THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony subsisting between the Plaintiff, JAMES MELVIN MILES, and the Defendant, ARMENTA LOIS MILES, be and the same are absolutely and forever dissolved and that the parties be vested with all the rights and privileges of unmarried persons.

THE COURT has affirmatively found that the parties have made by written agreement an equitable settlement of any property rights between the parties. It is, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the Marital

Dissolution Agreement entered into by and between the parties and filed with this Court is ratified and approved by the Court and same is attached hereto and incorporated herein by reference as if fully and completely set forth verbatim herein.

WITH REFERENCE to Item 4 of said Marital Dissolution Agreement, It is accordingly, ORDERED, ADJUDGED AND DECREED that all of Plaintiff's right, title, and interest, and claim in and to the following described real estate is divested out of the said JAMES MELVIN MILES and is vested in and to ARMENTA LOIS MILES. Said real estate being more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 228 on the Plan of Hermitage Hills, Section 2 (Revised) as of record in Book 2900, Page 112, Register Office for Davidson County, to which plat reference is hereby made for a more complete description.
>
> BEING the same property conveyed to Helen Gertrude Miles, unmarried, by deed from Paul D. Matheney & wife, Mary Virginia Matheney, of record in Book 5260, Page 828, Register's Office for Davidson County, Tennessee. The said Gertrude Miles died intestate on July 16, 1983, leaving James Melvin Miles her only surviving heir. For further reference see Affidavit of Inheritance of record in Book 6708, Page 781, Register's Office for Davidson County, Tennessee.

WITH REFERENCE to Item 5 of said Marital Dissolution Agreement, It is accordingly, ORDERED, ADJUDGED AND DECREED that all of Defendant's right, title, and interest, and claim in and to the following described real estate is divested out of the said ARMENTA LOIS MILES and is vested in and to JAMES MELVIN MILES. Said real estate being more particularly described as follows:

> LAND in the 4th Civil District of Sumner County, Tennessee, being Lot No. 93 on the Plan of Lori Lee Estates, of record in Plat Book 5, Pages 6, 7, and 8, Register Office for Sumner County, Tennessee.
>
> SAID Lot No. 93, which is a corner lot, fronts 158.00 feet on the westerly margin of Featherstone Drive and fronts 109.55 feet on the northerly margin of Lee Etta Drive, said

frontages being joined by a curve having a radius of 25.00 feet, and extends back 198.94 feet on the westerly line and 165.00 feet on the northerly line to a point of intersection.

BEING the same property conveyed to James M. Miles and wife, Armenta Lois Miles from Fred VanNoy and wife, Debi VanNoy by deed of record in Deed Book 501, Page 162, Register's Office for Sumner County, Tennessee.

THE COSTS of this cause are adjudged against the Plaintiff for which execution may, if necessary, issue.

ENTERED this the 17 day of October, 1988.

THOMAS BOYERS, IV, JUDGE

APPROVED FOR ENTRY:

HARSH, KELLY & SMITH
ATTORNEYS FOR PLAINTIFF

BY: Nathan Harsh
NATHAN HARSH
123 PUBLIC SQUARE
GALLATIN, TENNESSEE 37066
(615) 452-4385

STATE OF TENNESSEE
SUMNER COUNTY
I, Mahaliah Hughes, Clerk, do hereby certify that the foregoing is a true and correct copy of the Final Decree on file or issued in the case of Miles vs Miles
This the 24th day of October 1988
Debbie Dunnam, DC
MAHALIAH HUGHES, CIRCUIT COURT CLERK

CERTIFICATE OF SERVICE

I DO HEREBY CERTIFY that a true and exact copy of the foregoing Final Decree of Divorce was mailed by first class mail, postage prepaid, to Defendant, Armenta Lois Miles, Apartment 913, Village Green Boulevard, Gallatin, Tennessee 37066, this the 17th day of October, 1988.

Nathan Harsh
NATHAN HARSH

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into by and between JAMES MELVIN MILES and ARMENTA LOIS MILES.

WHEREAS, certain difficulties have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship, and it is the desire of both parties to finally and for all time to determine and settle their property rights, and all rights of support and maintenance, alimony, and all dower and homestead rights, together with any and all other rights existing between the parties growing out of their marital relationship.

NOW, THEREFORE, in consideration of the mutual promises herein made and the acts to be performed, the parties agree as follows:

1. That the parties have joint custody of the minor child, Cory Layne Miles, with primary residence of said child to be with the father.

2. That the wife be awarded the 1986 Oldsmobile Firenza automobile, VIN # 1G3J0270-GK318310, shall assume the indebtedness owing on same to General Motors Acceptance Corporation, and shall hold the husband harmless with regards to said debt.

3. That the husband be awarded the 1987 Chevrolet Blazer, VIN # 1GNCT18R5H0123938, shall assume the indebtedness owing on same to Boatman's Bank of Tennessee, and shall hold the wife harmless with regards to said debt.

4. That all right, title and interest of the husband to the real estate located at 232 Bonnalynn, Hermitage, Davidson County, Tennessee shall be divested out of him and vested in the wife, with the wife to assume responsibility for payment of the debt owing on same to Lomas & Nettleton.

That said Davidson County real estate is presently being rented with payments being received by the husband. He shall continue receiving monthly rental payments, shall deposit said income in an escrow account, make the monthly payments and hold any remaining balance in said escrow account. In the event any repairs or maintenance shall be required to the rental property pending the final hearing of this matter, the money necessary for said repairs or maintenance shall be withdrawn from the escrow account. At the time of the final hearing of this cause, husband shall pay to wife any remaining balance in said escrow account, less any expenses necessary for the upkeep of said account or the rental property.

5. That all right, title and interest of the wife to the real estate located at 330 Featherstone Drive, Gallatin, Sumner County, Tennessee shall be divested out of her and vested in the husband, with the husband to assume responsibility for payment of the debt owing on same.

6. That the wife be awarded the following household items: sofa & chair, ottoman, curio cabinet, sewing machine, kitchen cupboard, and her choice of the wall pictures. Any remaining household goods, furnishings, and appliances shall be awarded to the husband.

7. The husband agrees to purchase for the wife a new washer and dryer with a purchase price not to exceed $550.00 and a new console TV, purchase price not to exceed $350.00.

8. That each party shall continue to maintain health insurance coverage on the minor child through his/her employer. In the event expenses arise that are not covered by either or both insurance coverage, parties shall equally be responsible for payment of said expense(s).

9. Each party shall name the minor child as beneficiary to his/her current life insurance policy.

10. That the husband be awarded the pop-up camper

which is unencumbered. In the event he decides to sale same, any proceeds received from said sale shall be equally divided between the parties.

11. Each of the parties shall from time to time, at the request of the other, execute, acknowledge, and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this agreement.

12. The parties agree that if either of them is hereafter granted a divorce, then this agreement shall be incorporated into the divorce decree, pending approval by the Court, to become enforceable by order of the Court.

13. It is further agreed and understood that this agreement is intended to be a final settlement of the property rights of the respective parties and is a full discharge of JAMES MELVIN MILES from all other obligations to support ARMENTA LOIS MILES, and a discharge from all other claims arising out of their marital relations and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitations, by way of dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent or distribution, alimony and support, right to act as administrator or executor of the other's estate and this agreement applies to all property now owned by JAMES MELVIN MILES and ARMENTA LOIS MILES and any property that either of them may acquire in the future.

14. JAMES MELVIN MILES and ARMENTA LOIS MILES acknowledge that the provisions in this agreement are fair, adequate and satisfactory to each of them and accept them in full and final settlement of all claims and demands for alimony and fully discharge each other from all other such

claims and demands except as provided in this agreement.

15. It is further understood and agreed by and between the parties that this MARITAL DISSOLUTION AGREEMENT is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. The provisions in this agreement and their legal effects have been fully explained to each of the parties and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the said parties have read this instrument and have familiarized themselves with its contents and signed and executed this instrument on the 1st day of July, 1988.

James Melvin Miles
JAMES MELVIN MILES

Armenta Lois Miles
ARMENTA LOIS MILES

STATE OF TENNESSEE
COUNTY OF SUMNER

PERSONALLY appeared before me, the undersigned, a Notary Public in and for said County and State, the within named ARMENTA LOIS MILES, one of the bargainors, with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Gallatin, Tennessee, this the 1st day of July, 1988.

Clarice W. Hall
NOTARY PUBLIC AT LARGE FOR THE STATE OF TENNESSEE

MY COMMISSION EXPIRES: August 12, 1989

STATE OF TENNESSEE

COUNTY OF SUMNER

PERSONALLY appeared before me, the undersigned, a Notary Public in and for said County and State, the within named JAMES MELVIN MILES, one of the bargainors, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Gallatin, Tennessee, this the 1st day of July, 1988.

Connie D. Hall
NOTARY PUBLIC AT LARGE FOR THE
STATE OF TENNESSEE

MY COMMISSION EXPIRES: August 12, 1989

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