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GEORGE L. ROOKER, CLERK

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

D. Bayne D.C.

BOOK 7936 PAGE 206

CAROLE BISHOP HODGENS, Plaintiff and Counter-Defendant,	)	
VS.	)	NO. 83D-389
RICHARD R. HODGENS, Defendant and Counter-Plaintiff.	)	

SEP 13 8 06 AM '83
DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

6541U

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 6th day of October, 1983, before the Honorable Walter C. Kurtz, Judge of the Fifth Circuit Court for Davidson County, Tennessee, upon the original complaint filed by plaintiff, the answer and counter-complaint of defendant, the answer of counter-defendant to the counter-complaint, the announcement that plaintiff wishes to withdraw her complaint and answer to the counter-complaint, submission to the Court for approval of a Property Settlement Agreement heretofore entered into by and between the parties, statement of counsel in open Court and from the entire record in this cause, from all of which it appears that these parties have suffered irreconcilable differences pursuant to T.C.A., 36-801 et seq. as amended.

It is, therefore, ORDERED and ADJUDGED by the Court that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved, and the counter-plaintiff, Richard R. Hodgens, is granted an absolute divorce from the counter-defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED and ADJUDGED by the Court, and the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of all property rights between the parties, which agreement is incorporated as follows:

PROPERTY SETTLEMENT AGREEMENT

This agreement is entered into on this 21st day of September, 1983, by and between Carole Bishop Hodgens, hereinafter referred to as "WIFE," and Richard R. Hodgens, hereinafter referred to as "HUSBAND," in accordance with the following terms and conditions:

WHEREAS, the parties have been having marital difficulties in the past, with the result being that divorce proceedings are now pending between the parties in the Fifth Circuit Court for Davidson County, Tennessee, on the date of the execution of this instrument; and

WHEREAS, it is the decision of the parties to amicably settle their differences with respect to all property rights, and to enter into a contract for the settlement of such rights, not only for the present, but for the future, it being their intention that said agreement will be effective with reference to all of their property and other matters of concern irrespective of whether a divorce is finally concluded between the parties.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. Each of the parties has given full and mature thought to the making of this agreement, and all of the obligations assumed by the other party are assumed with the express understanding that they are in full satisfaction of all obligations, alimony and otherwise, which each of said parties has toward the other.

2. The parties own a residence located at 6580 Cabot Drive, Nashville, Tennessee, which was recently partially destroyed by fire as were the contents. The parties have received an insurance draft for the damaged and destroyed contents in the amount of approximately $26,770.03. The parties hereby agree that HUSBAND

shall endorse said check over to WIFE as a portion of the consideration of this agreement. This shall be done on the date of the signing of this agreement.

3. HUSBAND will, upon the execution of this document, immediately give to WIFE $1,062.00 cash as her full share of the 1982 income tax refund received by the parties from the Internal Revenue Service.

4. WIFE agrees to quitclaim to HUSBAND all of her right, title and interest in the residence of the parties on Cabot Drive in Nashville at the same time that this property settlement agreement is executed, i.e.: all right, title and interest in and to the residence of the parties shall be divested out of WIFE and vested solely in HUSBAND.

5. WIFE presently owns a 1966 Mustang automobile. WIFE agrees to hold HUSBAND harmless on the note secured by a lien on this automobile, which shall be the sole and separate property of WIFE.

6. HUSBAND shall keep as his sole and separate property the 1978 LTD Ford automobile now titled in his name, and HUSBAND shall hold WIFE harmless on the note secured by a lien on the Ford automobile.

7. HUSBAND has still another 1966 Mustang titled in his name which shall be his sole, separate property.

8. All right, title and interest of WIFE to the 14-foot Fabuglass boat with 55 horsepower Evinrude motor and trailer owned by the parties shall be divested out of WIFE and vested solely in HUSBAND.

9. HUSBAND shall keep and own the motorcycle titled in his name.

10. Other than or in addition to the property enumerated above, HUSBAND shall be sole owner of the personalty located in the storage shed at the residence of the parties at the time of the execution of this agreement. WIFE shall keep the personalty in the trailer in the front yard of the residence as her separate property; however, WIFE agrees to remove said personalty within 30 days of the execution of this agreement. Each party has the balance of his or her personal property in his or her possession, and the personal property in the possession of each shall be that person's sole and separate property.

11. The parties agree that HUSBAND will obtain a divorce from WIFE at the earliest practicable opportunity on the grounds of irreconcilable differences.

12. The court costs of the divorce action between the parties shall be equally divided, and each party shall pay his or her own attorney's fees.

13. HUSBAND hereby waives any right, title or interest he may have in the personal property of the parties in the possession of Servicemaster, Inc., and hereby conveys to WIFE any right which he may have in such personalty in the event that WIFE desires to take possession of this property by paying outstanding storage charges at Servicemaster, Inc. It is further understood by both parties that there are currently no storage charges for which the parties are liable unless said property is claimed.

14. HUSBAND agrees to quitclaim to WIFE any right, title and interest he may have to the real estate titled in the name of WIFE located on Valeria Street in Davidson County, Tennessee at the time this property settlement agreement is executed, and all

right, title and interest which the HUSBAND may have in and to said property shall be divested out of HUSBAND and vested solely in WIFE at the time this property settlement agreement is executed.

15. WIFE agrees to endorse the draft expected to be received from the fire insurer on their burned home for additional living expenses. The amount of the draft is expected to be $1,309.02, and the proceeds of the draft shall become the sole and separate property of HUSBAND.

16. WIFE agrees to relinquish any claim she may have to the proceeds from the estate of the father of HUSBAND.

17. As additional consideration for this agreement, HUSBAND pays to WIFE $8,000.00 cash, payable on the date of the execution of this property settlement agreement.

18. Any debts incurred by either party since the separation shall be the sole and separate debts of the party who incurred them.

19. HUSBAND agrees to hold WIFE harmless on the note for which the Cabot Drive property is secured with Lomas & Nettleton. HUSBAND also agrees to hold WIFE harmless for any debts incurred in the repair of the former residence of the parties in connection with the fire and casualty loss which recently occurred.

20. WIFE shall keep as her sole and separate property the General Electric stock in her name. HUSBAND shall keep as his sole and separate property the Ford Motor Company stock in his name. It is agreed to endorse the 50-dollar bond and let WIFE have it.

21. WIFE shall be solely responsible for her medical bills incurred during and after the separation. In addition, WIFE shall be responsible for the charge accounts in her name at Castner Knott,

McClure's and Cain Sloan department stores, and any and all debts incurred prior to the separation not specifically referred to herein are the responsibility of the HUSBAND. With the exception of the debts heretofore specifically enumerated, the parties agree that they believe there to be no debts owed jointly at present by the parties or individually by the parties which were incurred prior to the separation.

22. It is mutually agreed and understood between the parties as part of the consideration for the execution of this instrument that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms contained in this agreement.

23. It is understood and agreed that this settlement agreement is entered into without undue influence, fraud, collusion or misrepresentation or for any reason not stated herein. The provisions of this agreement and their legal effect are fully known by 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 parties have executed this agreement on the day and date first written.

Carole B. Hodgens
CAROLE B. HODGENS

Richard R. Hodgens
RICHARD R. HODGENS

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, the within named bargainor, the aforesaid Carole Bishop Hodgens, with whom I am personally acquainted, and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 28 day of September, 1983.

Jeanne M. Griggs
NOTARY PUBLIC

Commission Expires: 7-27-83

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, the within named bargainor, the aforesaid Richard R. Hodgens, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 4th day of October, 1983.

John R. Goodlett, Sr.
NOTARY PUBLIC

Commission Expires: 1-18-87

The costs of this cause are taxed equally between the parties, for which execution may issue if necessary.

Walter Kurtz
JUDGE
11/6/83

APPROVED FOR ENTRY:

John R. Cheadle, Sr.
JOHN R. CHEADLE, SR.
Attorney for Counter-Plaintiff
515 Stahlman Building
Nashville, Tennessee 37201
(615) 254-1009

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CERTIFICATE

I certify that a copy of the foregoing Final Decree has been mailed to the Hon. Robert L. DeLaney, attorney for counter-defendant, 215 Second Avenue, North, Nashville, Tennessee, 37201, this 6th day of October, 1983.

John R. Cheadle, Sr.
JOHN R. CHEADLE, SR.

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* Fifth *Circuit Court for Davidson County, Tennessee, on the* 6th *day of* Oct *,19*83*, in Case Number* 830-389 *between* Carole Bishop Hodgens *Plaintiff, and* Richard R. Hodgens *Defendant, as same remains of record in Book* 47C *, Page* 2059 *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* 8th *day of* September *in the year one thousand nine hundred and* 89 *and in the* 214th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By L Dyer *D.C.*