144B/1385

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ROSE ANN FELTS,)

VS. K Rooker D.C. NO. 85D-632 BOOK 8115 PAGE 742

GERALD W. FELTS,)

FINAL DECREE

This cause came to be heard on the 16th day of May, 1985, in the Fourth Circuit Court for Davidson County, Tennessee, before the Honorable ~~Muriel Robinson~~ John Rodgers, Jr Special Judge, on the complaint for Divorce filed by the Plaintiff, upon 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 in their marriage.

It is therefore, ORDERED, ADJUDGED and DECREED that the plaintiff, Rose Ann Felts, is hereby awarded an absolute divorce from the defendant, Gerald W. Felts, on the grounds of irreconcilable differences, T.C.A., §36-801-II, and she is hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rigths between the parties and the Court hereby approves the Property Settlement Agreement and the same is hereby incorporated in words and figures as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ROSE ANN FELTS,)

VS.) NO. 85D-632

GERALD W. FELTS,)

PROPERTY SETTLEMENT AGREEMENT

WHEREAS the parties hereto are presently man and wife but have reached the point of irreconcilable differences in their marriage and do desire to enter into a Property Settlement Agreement which fully and fairly disposes of all the marital issues between them;

NOW, THEREFORE, Rose Ann Felts, hereinafter referred to as the Wife, and Gerald W. Felts, hereinafter referred to as the Husband, do agree as follows:

1. The Wife shall proceed to obtain a divorce in the Fourth Circuit Court for Davidson County, Tennessee, on the grounds of irreconcilable differences.

2. It is agreed by the parties hereto that there have been no children born of this marriage and that none are expected.

3. It is agreed that the parties own certain real property located at 7006 Bonnacrest Drive, Hermitage, Tennessee 37076, and it is further agreed that the Final Decree of Divorce shall divest the Husband of his interest in said real property and likewise vest the same in the Wife for her sole and separate estate. The Wife agrees to be responsible for the mortgage indebtedness on said property and shall indemnify and hold the husband harmless thereto.

4. It is further agreed that although the Husband is presently residing in said home of the parties, the Wife shall pay the mortgage payment due on the 1st day of April, 1985, and each subsequent payment thereafter, and the Husband agrees to vacate said premises on or before April 1, 1985.

5. It is further agreed by the parties that the Wife shall be responsible for the payment of the outstanding utility bills due and owing as to the real property as of April 1, 1985; however, the Husband agrees to Wife transferring said utilities to her name without interuption of the service thereon; and the Wife understands that any costs in excess of existing deposits as to said transfer of utilities to her name shall be paid by her.

It is further agreed by the parties that the Husband shall retain the present telephone number of the parties and the Wife will initiate new service and telephone number with the telephone company and be responsible for the costs of same.

6. It is agreed that the Wife shall be responsible for the payment of the indebtedness in the amount of One Thousand Eight Hundred Dollars ($1,800.00) which the parties borrowed from her children and shall hold the Husband harmless thereto.

7. It is agreed by the parties that each shall be responsible for their personal credit accounts and both agree not to use the credit of the other from this day forth.

8. It is agreed by the parties that the Wife shall pay unto the Husband the amount of Three Hundred Fifty Dollars ($350.00) which amount represents one-half of the value of the range and refrigerator purchased by the parties and it is agreed that said range and refrigerator shall be the sole property of the Wife. It is further agreed that the Husband shall retain the color television set purchased by the parties and he shall be responsible for any indebtedness thereon.

9. It is agreed by the parties that each brought certain furniture and furnishings into the marriage and each shall retain those items that he or she owned prior to the marriage.

10. It is further agreed by the parties that they shall file a joint IRS Tax Return for the year 1984 and the Wife agrees to pay any monies which might be due the Internal Revenue Service as a result of said joint return.

11. The Husband agrees that he shall be solely responsible for any costs which might be incurred due to his vacating the home of the parties.

12. The parties agree that any firewood remaining at said homeplace shall remain for the use and benefit of the Wife.

13. The parties agree hereby that each is restrained from communicating with or coming about the person or the family of the other for any reason, without the express permission of the other.

14. It is agreed by both parties that they shall execute any instrument presented to them in the furtherance of carrying out this agreement.

15. Both parties hereto are gainfully employed and each agrees that there is no need for alimony to be paid by either of the parties to the other.

16. It is agreed that the Wife shall be responsible for paying the Court costs in this cause.

17. Each of the parties hereto by his or her execution of the foregoing agreement, acknowledges that no undue influence, intimidation or coercion has been used to secure their signatures

and each agrees that this agreement fully and fairly disposes of all the martial issues of the parties.

IN WITNESS WHEREOF we have hereunto set our hands to this Property Settlement Agreement on the day and date set down beside our respective names below.

s/Rose Ann Felts — 3-21-85
ROSE ANN FELTS: — DATE:

s/Gerald W. Felts — 3-22-85
GERALD W. FELTS: — DATE:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, the within named, ROSE ANN FELTS, with whom I am personally acquainted and did state upon her oath that she has fully read the foregoing agreement and has executed the same for the purposes therein contained and as her free act and deed.

WITNESS my hand and official seal on this the 21st day of March, 1985.

7-21-85 — s/Clyde Paul Holland
MY COMMISSION EXPIRES: — NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, the within named, GERALD W. FELTS, with whom I am personally acquainted and did state upon his oath that he has fully read the foregoing agreement and has executed the same for the purposes therein contained and as his own free act and deed.

WITNESS my hand and official seal on this the 22nd day of March, 1985.

10-19-86 — s/Daniel L. Cutrell
MY COMMISSION EXPIRES: — NOTARY PUBLIC

IT IS THEREFORE, ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore subsisting by and between the parties are perpetually dissolved and that the complainant is awarded an absolute divorce and restored to all the rights and privileges of an unmarried person on the grounds of irreconcilable differences, and,

it is further ORDERED, ADJUDGED and DECREED that the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of property rights and the Property Settlement Agreement set forth above is therefore in all things ratified and approved by the Court and in order to properly enforce each and every provision of said agreement, the same is ORDERED, ADJUDGED and DECREED as though DECREED separately and further it is ORDERED by the Court that the real properly located at 7006 Bonnacrest Drive, Hermitage, Tennessee, 37076, is hereby divested out of the Defendant and vested in Plaintiff for her sole and separate estate.

It is further ORDERED that the costs of this cause be ADJUDGED against the Plaintiff.

ENTER THIS 16th DAY OF May, 1985.

John E. Rodgers

~~[illegible] ROBINSON~~, CIRCUIT JUDGE
John Rogers Special

APPROVED FOR ENTRY BY:
DOAK & HOLLAND

John G. Doak

BY: JOHN G. DOAK, ATTORNEY FOR PLAINTIFF
2740-A OLD LEBANON ROAD
NASHVILLE TN 37214
(615)889-1112

CERTIFICATE

I hereby certify that I have forwarded a copy of the foregoing to the defendant at his last known place of residence that of 171 Burning Tree Drive, Hermitage, TN 37076, on this the 16 day of May, 1985.

John G. Doak

JOHN G. DOAK, ATTORNEY

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IDENTIFICATION REFERENCE

Mar 24 12 09 PM '90

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RUSH

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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* sixteenth *day of* May, *1985, in Case Number* 85D-632 *between* ROSE ANN FELTS, *Plaintiff, and* GERALD W. FELTS, *Defendant, as same remains of record in Book* 144B, *Page* 1385 *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* 24th *day of* May *in the year one thousand nine hundred and* ninety *and in the* two hundred fourteenth *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By V. L. Rowland *D.C.*

Form #GR-117