 8-6-79 1180/1856

DONALD DUANE KELLY	]	IN THE SECOND CIRCUIT COURT
	]	FOR
-vs-	]	DAVIDSON COUNTY, TENNESSEE
REBA JEANNE LITTLE KELLY	]	NO. 95896

75-8

FINAL DECREE

This cause came on to be heard on the 24th day of July, 1979 before the Honorable Harry S. Lester, Judge, upon the complaint for absolute divorce filed by complainant, answer and cross-complaint filed by defendant, subsequent agreement of the parties to dismiss the original complaint filed by Donald Duane Kelly and allow this matter to be tried as a non-contested divorce upon the cross-complaint of Reba Jeanne Little Kelly, testimony of the cross-complainant, submission to the Court of a signed property settlement agreement, statement of counsel and from the entire record in this cause. From all of which the Court finds that these parties have suffered irreconcilable differences. It is therefore

ORDERED AND ADJUDGED by the Court that the original complaint for absolute divorce filed by Donald Duane Kelly is hereby dismissed.

It is further ORDERED AND ADJUDGED that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved and the cross-complainant, Reba Jeanne Little Kelly, is granted an absolute divorce from the cross-defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED AND ADJUDGED that the property settlement agreement heretofore submitted to the Court is approved in all respects and made a part of this Final Decree, as follows:

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Second Circuit Court for Davidson County, Tennessee a petition for absolute divorce filed by DONALD DUANE KELLY, hereinafter referred to as Husband, against REBA JEANNE LITTLE KELLY, hereinafter referred to as Wife, under Docket No. 95896, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a property settlement agreement and tender same to the Court for approval in the event a decree of divorce is granted in this cause, and

WHEREAS, these parties have been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

1. That Wife will proceed to trial on her cross-complaint to obtain an absolute divorce on the grounds of irreconcilable differences.

2. All right, title and interest which the Husband has in and to the real property of the parties located at 640 Dutchman's Drive, Hermitage, Davidson County, Tennessee, more fully described as follows:

> Land in Davidson County, Tennessee, being Lot No. 195 on the plan of Highlands of Tulip Grove, Section 1, of record in Plan Book 4675, page 26, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 195 fronts 85.0 ft. on the southerly margin of Dutchman's Drive and extends back 105.0 ft. on the easterly line and 140.0 ft. on the westerly line to a dead line in the rear, measuring 91.95 ft. thereon.
>
> Being the same property conveyed to Donald D. Kelly and wife, Reba Jeanne Kelly, by deed from Hamilton Mortgage Corporation, of record in Book 4934, page 823, RODC, Tennessee.
>
> Being Map 75-8, Parcel 142

shall be divested out of him and the sole and exclusive ownership of said real property shall be vested in the Wife, Reba Jeanne Little Kelly; however, the Husband is granted a judgment lien against the aforementioned real property to a sum equal to forty (40%) per cent of the net equity in the home at the time the home is sold, said judgment lien to be unenforceable until such time as the Wife dies or remarries, whichever is the first event to occur. Upon the sale of the home and after the payment of all closing costs and real estate commissions, forty (40%) per cent of the net equity shall be awarded to Husband.

3. The 1973 Dodge automobile shall be awarded to the Wife.

4. All furniture, furnishings and personal property now in the possession of the Husband at the time of the signing of this agreement shall be awarded to him. All remaining furniture, furnishings and appliances in the home at the time of the signing of this agreement shall be awarded to the Wife.

5. The 1967 Pontiac automobile shall be awarded to the Husband.

6. Wife shall be responsible for paying the following debts: Amoco, MasterCharge (Commerce Union); Visa (Commerce Union); Visa (First American); one-half of the Sear's SRC account; one-half of the Visa (Third National); one-half of MasterCharge (First American); Spiegel's; Cain Sloan; Castner's; Harvey's and Wilson Quick. Husband shall be responsible for paying the following debts: Sear's EP account; one-half of Sear's SRC account; Anko Financial Service; one-half of Visa (Third National); one-half of MasterCharge (First American); Third National Bank (personal loan); and Exxon.

Both parties agree to indemnify the other and hold each other harmless from any responsibility hereinabove mentioned.

7. Husband shall not be responsible for any alimony, past, present or future, other than as is contained in this Agreement.

8. Husband agrees to pay the final court costs.

Both parties agree to sign any and all deeds, documents, titles or instruments necessary to carry out the full purpose and intent of this agreement. Both parties agree that they have read this agreement in its entirety prior to the signing hereof and that they have signed same voluntarily.

WITNESS OUR HANDS, this 31st day of July, 1979 as to Wife and the 27 day of July, 1979 as to Husband.

34358

IDENTIFICATION REFERENCE

JUN 15 11 42 AM '80

FILED & RECORDED

WIFE Reba Jeanne Little Kelly

HUSBAND Donald D. Kelly

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named REBA JEANNE LITTLE KELLY, who made oath that she executed the foregoing agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 31st day of July, 1979.

Katherine S. Ryan
NOTARY PUBLIC

My C. E. My Commission Expires July 17, 1983

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named DONALD DUANE KELLY, who made oath that

e executed the foregoing agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 27 day of July, 1979.

NOTARY PUBLIC

y C. E. 1-15-83

The costs of this cause are taxed against the cross-defendant, Donald Duane elly, for all of which execution may issue, if necessary.

JUDGE

PPROVED:

ol. for Cross-Complainant

ol. for Cross-Defendant

Enter This 6 Day of Aug, 1979

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* Second *Circuit Court for Davidson County, Tennessee, on the* sixth *day of* August, 19 79, *in Case Number* 95896 *between* DONALD DUANE KELLY, *Plaintiff, and* REBA JEANNE LITTLE KELLY, *Defendant, as same remains of record in Book* 118C, *Page* 1856 *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* fifteenth *day of* June *in the year one thousand nine hundred and* ninety *and in the* two hundred fourteenth *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____, *D.C.*

Form #GR-117