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IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

JOYCE FAY PARDUE HASTINGS)
VS.) NO. 92D-446
LEON TAYLOR HASTINGS)

072-14-0 119-11-0
018.00 150.00

FINAL DECREE

This cause came on to be heard this 29th day of April, 1992, before the Honorable James R. Everett, Jr., Judge of the Probate Court for Davidson County, Tennessee, on the complaint for absolute divorce filed by the wife, signed and notarized marital dissolution agreement having been filed with the Court, and testimony of the wife, statement of counsel for the wife, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage, and a divorce should be granted.

It is, therefore, **ORDERED, ADJUDGED, and DECREED** that the wife, Joyce Fay Pardue Hastings, be and hereby is awarded an absolute divorce from the husband, Leon Taylor Hastings, on the ground of irreconcilable differences, Tennessee Code Annotated § 36-4-103, and both parties are hereby restored to all the rights and privileges of unmarried persons.

Pursuant to Tennessee Code Annotated § 36-4-103(b), the Court affirmatively finds that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of the property rights between the parties. The Court hereby approves the marital dissolution agreement, and the same is hereby incorporated in words and figures as follows:

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MARITAL DISSOLUTION AGREEMENT

This agreement entered into this 21ST day of February, 1992, by and between **Joyce Fay Pardue Hastings**, hereinafter referred to as "wife," and **Leon Taylor Hastings**, hereinafter referred to as "husband."

W I T N E S S E T H:

WHEREAS, certain difficulties have arisen between the parties which appear to be irreconcilable, and there is about to be filed in the Circuit Courts for Davidson County, Tennessee, a petition for absolute divorce between the parties, being **Joyce Fay Pardue Hastings v. Leon Taylor Hastings**, bearing Docket Number 92D-446, and the husband waives the filing of an answer and service of process in this cause; and

WHEREAS, the parties desire to agree upon and fix their rights and duties, respecting their respective estates and any and all matters concerning their respective rights and duties by reason of the marital relationship.

NOW, therefore, in settlement, adjustment, and compromise of all property rights, and questions and all matters arising by reason of the marital relationship, and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

1. **DIVORCE:** The wife shall proceed to Court and attempt to obtain an absolute divorce on the ground of irreconcilable differences.

2. **PERSONAL PROPERTY:** The husband shall receive his tools and clothes which are presently in the homeplace, and the wife shall receive all other items of personal property as her sole and separate property.

3. **AUTOMOBILES:** The husband shall receive all the wife's right, title, and interest in and to Chevrolet truck, and he shall assume all indebtedness owed thereon. The wife shall receive all the husband's right, title, and interest in and to the 1990 Toyota

Corolla, and she shall assume all indebtedness owed thereon and shall hold the husband harmless.

4. **REAL PROPERTY:** The wife shall receive all of the husband's right, title, and interest in and to the real property located at 104 Glenmont Drive in Nashville, Davidson County, Tennessee, and she shall assume all indebtedness owed thereon and shall hold the husband harmless.

The wife shall receive all of the husband's right, title, and interest in and to the parties' one-half (1/2) interest in the real property located at 1139 Cahal Avenue in Nashville, Davidson County, Tennessee, and she shall assume the husband's share of indebtedness owed thereon and shall hold the husband harmless.

5. **COURT COSTS:** The wife shall pay the Court costs and her attorneys' incurred in connection with this divorce proceedings.

6. **APPROVAL OF THE COURT:** It is understood and agreed upon by the parties that this agreement shall be introduced in any divorce action prosecuted by either of them and submitted to the Court for approval, ratification, and incorporation.

7. **FINAL SETTLEMENT:** It is understood and agreed upon between the parties that this agreement is intended to be a final settlement of all property rights of the respective parties hereto and is a full discharge of the husband from all further obligation to support the wife, and discharges them from all other claims arising out of the marital relationship, 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 of the other's property including, without limitation, dower, curtesy, statutory allowances, homestead rights, rights to take action against the will of the other, inheritance, descent or distribution, alimony and support, or right to act as administrator or executor of the other's estate, and this agreement applies to all property now owned by the husband and wife, or any property that either of them may acquire in the future.

8. **BINDING AGREEMENT:** This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representative, heirs, and assigns.

9. **FAIR AND EQUITABLE AGREEMENT:** It is understood and agreed between the parties that this agreement is entered into without undue influence, fraud, coercion or misrepresentation, or for any reason not herein stated. The provisions in the agreement and their legal effect are fully known by each of the parties, and each party acknowledges that this agreement is fair and equitable and that it is being entered into voluntarily. In the event it becomes necessary to enforce any of the terms of this agreement, the party who is successful in enforcing the terms shall be entitled to his or her attorney fees and costs from the other party.

10. **REPRESENTATION:** The husband acknowledges that attorneys David C. Rutherford and L. R. DeMarco represent the wife and not the husband. Husband understands that he has the right to be represented by his own attorney now or at any time during this divorce action. Husband is not relying on any representation or any advice of David C. Rutherford or L. R. DeMarco in entering into this agreement.

11. **WAIVER OF SERVICE:** Pursuant to Tennessee Code Annotated § 36-4-103(a)(2), Leon Taylor Hastings, by execution herein, hereby waives any further service and waives the filing of an answer to the complaint referenced herein.

IN WITNESS WHEREOF, the parties have hereto set their signatures on the 21ST day of February, 1992, as to the wife and the 21ST day of February, 1992, as to the husband.

Joyce Kay Taylor Hastings
Wife

Leon Taylor Hastings
Husband

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a notary public in and for said State and County, the within named **JOYCE FAY PARDUE HASTINGS** who made oath that she executed the foregoing agreement for the purposes contained therein.

WITNESS my hand and official seal this 21st day of February, 1992.

NOTARY PUBLIC

My Commission Expires: 5-20-92

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a notary public in and for said State and County, the within named **LEON TAYLOR HASTINGS** who made oath that he executed the foregoing agreement for the purposes contained therein.

WITNESS my hand and official seal this 21st day of February, 1992.

NOTARY PUBLIC

My Commission Expires: 5-20-92

It is **ORDERED, ADJUDGED, and DECREED** that all provisions of said marital dissolution agreement are hereby approved and made the judgment of the Court.

It is further **ORDERED, ADJUDGED, and DECREED** that the wife shall receive all the husband's right, title, and interest in and to the real property located at 104 Glenmont Drive in Nashville, Davidson County, Tennessee, and she shall assume all indebtedness owed thereon and shall hold the husband harmless. Said property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 16 on the Plan of Thompson Lane Park of record in Book 2331, Page 138, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate legal description.
>
> Being the same property conveyed to Leon T. Hastings and wife, Joyce F. Hastings, by deed from Gertrude N. Rhodes of record in Book 8492, Page 227, Register's Office for Davidson County, Tennessee.

It is further **ORDERED, ADJUDGED, and DECREED** that the wife shall receive all the husband's right, title, and interest in and to the parties' one-half (1/2) interest in the property located at 1139 Cahal Avenue in Nashville, Davidson County, Tennessee, along with the adjoining lot, and she shall assume the husband's share of the indebtedness owed thereon and shall hold the husband harmless. Said property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 20 on the plan of E. T. Brown's Subdivision of part of Lot No. 1 of the Cahal Lands, of record in Book 332, page 84, Register's Office for said County.
>
> Said Lot No. 20 fronts 50 feet on the northerly margin of Cahal Avenue and extends back between parallel lines 256 feet to an alley.
>
> Being the same property conveyed to Leon Taylor Hastings and Brenda J. Crabtree by deed from Noel F. Bean and wife, Linda Gene Bean, of record in Book 7419, Page 992, Register's Office for Davidson County, Tennessee.

Land in Davidson County, Tennessee, being Lot No. 19 on the plan of E. T. Brown's Subdivision of part of Lot No. 1 of the Cahal Lands, of record in Book 332, page 84, Register's Office for said County.

Said Lot No. 19 fronts 50 feet on the northerly margin of Cahal Avenue and extends back between parallel lines 256 feet to an alley.

Being the same property conveyed to Leon Taylor Hastings and Brenda J. Crabtree by deed from Noel F. Bean and wife, Linda Gene Bean, of record in Book 7419, Page 995, Register's Office for Davidson County, Tennessee.

It is further **ORDERED, ADJUDGED, and DECREED** that the wife shall receive all the husband's right, title, and interest in and to the 1990 Toyota Corolla automobile, and she shall assume all indebtedness owed thereon and shall hold the husband harmless. The husband shall receive all the wife's right, title, and interest in and to the Chevrolet truck, and he shall assume all indebtedness owed thereon.

The wife shall pay the costs of this cause for all of which execution may issue, if necessary.

ENTER this 29 day of April, 1992.

JUDGE

APPROVED FOR ENTRY:

David C. Rutherford

DAVID C. RUTHERFORD
Supreme Court Reg. No. 2706

L. R. DeMarco

L. R. DeMARCO
Attorneys for Wife
Supreme Court Reg. No. 2652
Suite 400, Washington Square
214 Second Avenue North
Nashville, TN 37201-1602
(615) 256-6681

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to Mr. Leon Taylor Hastings, 104 Glenmont Drive, Nashville, TN 37210, and to Ms. Wilma Cargile, 8406 Coventry Road, Eagleville, TN 37060, this 29th day of April, 1992.

L. R. DeMarco

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* PROBATE *Circuit Court for Davidson County, Tennessee, on the* 29th *day of* APRIL, *19* 92, *in Case Number* 92D-446 *between* JOYCE FAY PARDUE HASTINGS *Plaintiff, and* LEON TAYLOR HASTINGS *Defendant, as same remains of record in Book* 66C, *Page* 2193 *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* 12th *day of* MAY *in the year one thousand nine hundred and* NINETY-TWO *and in the* 216th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D.C.*

Form #GP 117