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BOOK 8650 PAGE 245

PAMELA M. YOUNG)
) IN THE FOURTH CIRCUIT COURT FOR
) DAVIDSON COUNTY, TENNESSEE
)
vs.) No. 80D-3820
)
)
RONALD L. YOUNG) D.C.)

FILED
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FINAL DECREE

This cause came on for hearing on the 23rd day of March, 1981, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original pleadings, answer filed by the defendant, agreed order striking said answer, property settlement agreement submitted to the Court, and testimony of complainant in open Court, from all of which the Court is of the opinion that there exist between the parties such irreconcilable differences as renders a further continuation of the marriage impractical and impossible. It is further the opinion of the Court that the property settlement agreement submitted to the Court for approval is just and equitable, and should be approved and made the order of this Court.

It is therefore, ORDERED, ADJUDGED AND DECREED that the complainant, PAMELA M. YOUNG, should be and is hereby granted an absolute divorce on the grounds of irreconcilable differences; and both parties are restored to all the rights and privileges of unmarried people.

It is further the order of this Court that the property and custody agreement, submitted to the Court for approval, is just and equitable and is hereby approved and is made the order of this Court, and is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

This agreement is made and entered into at Nashville, Tennessee on this the ____ day of _____, 1981, by and between PAMELA M. YOUNG, hereinafter referred to as "WIFE", and RONALD L. YOUNG, hereinafter referred to as "HUSBAND";

W I T N E S S E T H

THAT WHEREAS, the parties are man and wife and as consequence of certain irreconcilable differences that have arisen between the parties, a petition for absolute divorce having been filed, and whereas the parties are desirous of settling their custody, property and support rights and subject to the approval of the Court:

THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. CUSTODY, VISITATION AND CHILD SUPPORT- The wife shall have absolute custody, care and control of the parties minor child, to wit: Travis Wayne Young. The husband shall have reasonable visitation privileges. The husband shall pay the sum of fifty dollars ($50.00) per week as reasonable child support. The husband agrees to keep in effect major medical insurance on the parties minor child through his employment and further to pay one-half of all medical and dental bills not covered under the medical insurance.

2. REAL ESTATE- In recognition of the respective property rights of the parties, the wife shall receive the parties homeplace located at 529 Wanda Drive, Nashville, Davidson County, Tennessee, and more particularly described as follows:

BEING Lot No. 75 on the Plan of Elm Hill Acres, Section I, of record in Book 2331, Page 67, Register's Office for said County.

SAID Lot No. 75 fronts 100 feet on the East side of Wanda Drive and runs back 160 feet on the North line and 125 feet on the South line to a dead line in the rear on which it measures 106.8 feet.

BEING the same property conveyed to Ronald L. Young and wife, Pamela M. Young by deed from Paul Ramsey Wright and wife, Marjorie Gilbert Wright, of record in Book 5042, Page 221, Register's Office for Davidson County, Tennessee.

THIS conveyance is subject to restrictions of record July 28, 1955, in Book 2442, Page 464, said Register's Office.

THIS conveyance is further subject to Easement for sanitary sewers and/or storm drainage granted to Metropolitan Government of Nashville and Davidson County, Tennessee of record in Book 4305, Page 948, said Register's Office.

The husband shall be divested of all right, title or interest therein except as provided below and all right, title or interest in said property shall vest solely in the wife. In recognition of the husband's property interest in said property the wife shall pay the husband the sum of seven thousand five hundred dollars ($7,500.00) with said amount being due and payable on the parties' minor child's eighteenth birthday or upon the sale of the above described property, whichever event shall occur first. The above amount shall be secured by a lien in the husband's favor on the above described real property.

3. FURNITURE AND FURNISHINGS- The wife shall receive all household furniture and furnishings now located in the parties home and the husband shall be divested of all right, title or interest in said property and title to said property shall vest solely in the wife.

4. AUTOMOBILE- The wife shall receive the 1979 Chevrolet Luv Pickup Truck now in her possession and the husband shall be divested of any interest in said vehicle and all right, title and interest in said vehicle shall vest solely in the wife. The husband shall pay the outstanding balance owed on said vehicle and the wife shall be held harmless thereon. The husband shall receive the 1960 Chevrolet automobile and the wife shall be divested of any interest in said vehicle and all right, title or interest therein shall vest solely in the husband.

5. DEBTS AND OBLIGATIONS- The husband shall be responsible for all outstanding debts of the parties incurred during the marriage including but not limited to obligations to People's of Nashville Co., Nashville Electric Service for a heat pump and insulation, Lowes, and William O. White, D.D.S. The wife shall be held harmless on said debts. Payment of all debts under the terms of the Property Settlement Agreement is alimony in solido to the wife. It is further agreed between the parties that the husband shall pay 1/3 of all necessary repairs to the parties' homeplace over two hundred and fifty dollars ($250.00).

6. PERSONAL PROPERTY- Each party shall retain their own personal property including clothing, jewerly, and other similar personal items.

7. ATTOPNEYS FEES AND COURT COSTS- Each party shall pay their own attorneys fees. The husband shall pay the Court costs in this cause.

BOTH PARTIES understand that this agreement is subject to the approval of the Court in the event a divorce is granted to either party herein, and if approved by the Court shall be incorporated into the final decree of divorce should the Court see fit to grant a divorce. Further, this agreement shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which might accrue to either in the future. However, in the event that a divorce is not granted to either party or the parties reconcile, this agreement shall be of no force and effect. If approved by the Court, the said agreement is a full, final and complete settlement of the property rights as between the parties and the same is entered into without any collusion between the parties, but solely of their own free will and accord.

/s/ PAMELA M. YOUNG
PAMELA M. YOUNG

/s/SYBIL M. LISH
WITNESS

/s/ RONALD L. YOUNG
RONALD L. YOUNG

/s/ J. M. S.
WITNESS

It is further ORDERED that the defendant, RONALD L. YOUNG, is hereby ordered to pay the costs of this cause for which let execution issue if necessary.

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This the _____ day of _____, 1981.

JUDGE

APPROVED FOR ENTRY:

3-31-81

PHILLIP ROBINSON
Attorney for Complainant

CERTIFICATE

I certify a copy of this Final Decree has been mailed to the Honorable James M. Sykes, Attorney for the Defendant, on this the 25th day of March, 1981.

PHILLIP ROBINSON

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* 31st *day of* MARCH, *19* 81, *in Case Number* 80D-3820 *between* PAMELA M. YOUNG *Plaintiff, and* RONALD L. YOUNG *Defendant, as same remains of record in Book* 120C, *Page* 2015 *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* FIRST *day of* JUNE *in the year one thousand nine hundred and* 92 *and in the* 216th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117