1266/1969

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

'82 NOV 15 AM 9 59

R. CLERK

D.C.

MOLLY JANE HOPKINS RAGLAND,
a citizen and resident of
Davidson County, Tennessee

Plaintiff

vs.

JAMES WINFRED RAGLAND, JR.
a citizen and resident of
Davidson County, Tennessee

Defendant

NO. 82D-2556

BOOK 8658 PAGE 694

FINAL DECREE

This cause came on to be heard on the 12th day of November, 1982, before the Honorable Harry Lester, Judge, upon the complaint for absolute divorce filed by Molly Jane Hopkins Ragland on the 6th day of August, 1982, personal service of process upon the defendant, James Winfred Ragland, Jr., having been waived pursuant to T.C.A. 35-801 (II), subsequent agreement by the parties and announcement to the Court that the matter would proceed on the grounds of Irreconcilable Differences, submission to the Court of a property settlement Agreement heretofore entered into by and between the parties and rendered to the Court for approval, testimony of the complainant in an open Court, statement of counsel, and the entire record in this cause. From all of which it appears to the Court that Irreconcilable Differences between the parties pursuant to T.C.A. Section 36-801, et seq., as amended in 1977.

IT IS THEREFORE, ORDERED, ADJUDGED, and DECREED by the Court that the bonds of matrimony heretofore subsetting between the parties be and the same are hereby forever perpetually dissolved, and that the complainant, Molly Jane Hopkins Ragland, is granted an absolute divorce from the Defendant and she is restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED by the Court that the property settlement agreement signed by the parties, dated

the 6th day of August, 1982, is approved and shall be incorporated herein by reference as though set forth verbatim and a true and accurate copy is attached hereto.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED by the Court that the Complainant, Molly Jane Hopkins Ragland, is granted her maiden name, Molly Jane Hopkins.

The costs of this cause are taxed evenly between the Complainant and the Defendant, for all of which execution may issue, if necessary.

ENTERED, this 17 day of Nov, 1982.

JUDGE

APPROVED FOR ENTRY:

Andrew B. Gibson, Jr.

ANDREW B. GIBSON, JR.
Attorney for Complainant
Suite 200, 430 Third Ave. No.
Nashville, Tennessee 37201
(615) 244-1568

CERTIFICATE

I hereby certify that a copy of the foregoing Final Decree has been mailed to James Winfred Ragland, Jr., Defendant, 5105 Parishwood Court, Nashville, Tennessee 37211, this the 12th day of November, 1982.

ANDREW B. GIBSON, JR.

FILED
1982 AUG -6 PM 4:03
GEORGE L. ROOKER, CLERK
D.C.

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

MOLLY JANE HOPKINS RAGLAND,
a citizen and resident of
Davidson County, Tennessee

Plaintiff

vs.

JAMES WINFRED RAGLAND, JR.
a citizen and resident of
Davidson County, Tennessee

No. 82D-2556

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PROPERTY SETTLEMENT AGREEMENT

THIS PROPERTY SETTLEMENT AGREEMENT is entered into this 6 day of August, 1982, by and between MOLLY JANE HOPKINS RAGLAND, hereinafter referred to as "WIFE", and JAMES WINFRED RAGLAND, JR., hereinafter referred to as "HUSBAND", both parties being citizens and residents of the State of Tennessee, husband being a resident of Davidson County, Tennessee, and wife being resident of Davidson County, Tennessee.

W I T N E S S E T H

WHEREAS, the parties hereto have encountered irreconcilable marital differences and have agreed to separate;

WHEREAS, the WIFE has filed a petition for an uncontested decree of absolute divorce in the 2 Circuit Court for Davidson County, Tennessee, Docket No. 82D-2556;

WHEREAS, the parties hereto desire to reach a voluntary disposition between themselves as to their property rights, assets, liabilities, and other marital concerns;

WHEREAS, the parties hereto agree that provisions herein will be incorporated into a final decree of divorce, subject to the approval of the 2 Circuit Court for Davidson County, Tennessee.

NOW, THEREFORE, in consideration of these premises and the mutual agreement and covenant contained herein, the parties do mutually agree and enter into this property settlement agreement, which is intended to settle all matters of property and other marital concerns between them.

1. That the wife is to receive the 1980 Buick Skylark Serial No. 4B695AW293510, which is currently titled in both parties names. The wife shall assume total responsibility for the car payments on said vehicle. Wife will continue payments through Third National Bank on said vehicle and shall hold husband harmless therefrom. That husband is divested of any right, title and interest which he has in said vehicle, and that the wife is vested with all right, title and interest in and to said vehicle.

2. Husband is to receive the 1976 Datsun, Serial No. HLB210-867793, said vehicle currently titled in both parties names. Wife is divested of any right, title and interest which she has in said vehicle, and that husband is vested with all right, title and interest in and to said vehicle.

3. That the parties agree to divide evenly all monies currently held in the joint savings account and checking account with the First American Bank.

4. The parties agree to pay the existing debts owed by the parties in the following manner: Wife agrees to pay the Castner-Knott charge bill of approximately $200.00. Wife agrees to hold husband harmless therefrom. Husband agrees to pay the existing Visa charge bill of approximately $150.00, and agrees to hold wife harmless therefrom. That parties agree to each pay 50% of the current Cain Sloan charge bill of approximately $75.00. It is further agreed that these charge accounts mentioned above along with the Sears charge account will be closed for the payment of the existing balances.

5. That the parties have agreed on the division of the remaining personal property owned by them which is currently located at the parties jointly owned real property at 5105 Parishwood Court in Nashville, Tennessee. It is agreed that the wife shall receive the following personal property:

> 4 tray tables and stands, 19 inch color t.v., one tv stand, one cherry coffee table, one cherry end table, one rocker-recliner, one wooden lamp, one picture of an owl, two ginger jar lamps, one iron and ironing board, card table with four chairs, one vacuum cleaner, complete set of china, one sewing machine, one end table, one typewriter, one chest of drawers, one bed-side end table, one dresser, one mirror, one lamp, one double head board and frame with mattress, and one half kitchen utensils.

and that husband is divested of all right, title and interest in the above mentioned property. Husband is vested with all right, title

and interest in the remaining personal property.

6. That the parties own as tenants by the entirety a residence which is commonly known as 5105 Parishwood Court, Nashville, Tennessee, the same being more particularly described as certain real estate in Davidson County as follows:

> Being Lot No. 44 on the Plan of McMurray Meadows, Section 2, which is of record in Book 4955, page 58, Register's Office for Davidson County, Tennessee.
>
> Being the same property conveyed to James W. Ragland, Jr. and wife, Molly H. Ragland, by deed from George E. Hammon and wife, Janet P. Hammond, of record in Book 5240, page 255, Register's Office for Davidson County, Tennessee.

That the parties agree that the home and residence indicated above shall become the sole and separate property of husband, and that all wife's right, title and interest in and to said real estate shall be divested from her and vested exclusively in husband upon payment for her interest in the existing equity, which will be determined by a reputable real estate appraiser as agreed on by the parties. Husband shall assume the monthly house note and shall hold wife harmless therefrom.

7. That husband agrees to pay all attorney fees in regard to this divorce action, and wife agrees to pay all appraisal fees as mentioned in the previous paragraph. The parties further agree to split the court costs as pertaining to this divorce action.

8. That the wife shall be granted her maiden name, MOLLY JANE HOPKINS.

It is further understood and agreed that this property settlement agreement is intended to be a final settlement of agreement of the property rights of the respective parties hereto and is a full discharge of HUSBAND from all other obligations to support WIFE, and a discharge from all other claims arising out of their marital relationship and that each hereby waives and relinquishes to the other all rights or claims which may have or may hereafter acquire under the law of any jurisdiction in the other's property, including without limitation, dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, desent or

distribution, alimony and support, right to act as administrator or executor of the other's estate and this agreement applies to all property now owned by HUSBAND and WIFE, for any property that either of them may acquire in the future.

It is agreed by and between the parties that this property settlement agreement represents the entire agreement between them, that it provides for the equitable settlement of all property rights between them and it has been entered into voluntarily by each of them with no coercion against either of them by the other party.

IN WITNESS WHEREOF, the parties have read this agreement and have familiarized themselves with its contents and signed and executed this agreement on the 6 day of August, 1982.

Molly Jane Hopkins Ragland
MOLLY JANE HOPKINS RAGLAND

James Winfred Ragland Jr.
JAMES WINFRED RAGLAND, JR.

STATE OF TENNESSEE:

COUNTY OF DAVIDSON:

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Personally appeared before me, the undersigned, a Notary Public in and for said County and State, JAMES WINFRED RAGLAND, JR. the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 6th day of August, 1982.

Laura J. Cowan
NOTARY PUBLIC

My Commission Expires: 4-21-85

STATE OF TENNESSEE:

COUNTY OF DAVIDSON:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, MOLLY JANE HOPKINS RAGLAND the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 6th day of August, 1982.

Andrew D. Johnson, Jr.
NOTARY PUBLIC

My Commission Expires: 1-22-84

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IDENTIF. TREFERENCE

JUN 23 3 35 PM '92

FELIX E. [illegible] REGISTER
DAVIDSON COUNTY TN.

PICK-UP

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* Fifteenth *day of* November, *19* 82, *in Case Number* 82D-2556 *between* MOLLY JANE HOPKINS RAGLAND *Plaintiff, and* JAMES WINFRED RAGLAND, JR. *Defendant, as same remains of record in Book* 126C, *Page* 1909 *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* 22nd *day of* June *in the year one thousand nine hundred and* Ninety-Two *and in the* 216th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Walter S. Adams *D.C.*

Form #GR-117