1430/2081

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

APR 2 13

BESSIE MAE BARTON FOX)
)
VS.) No. 84D-1345
)
LESLIE BUFORD FOX, JR.)

BOOK 8949 PAGE 57

FINAL DECREE

This cause came on to be heard on this Tuesday, April 2, 1985, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennesee, upon the original petition for absolute divorce filed by the wife, BESSIE MAE BARTON FOX, and the Property Settlement Agreement, properly executed by both parties and exhibited to the Court. After having heard testimony of the wife, and statement of counsel, the Court was of the opinion that the petition for absolute divorce should be granted.

It is therefore ORDERED, ADJUDGED AND DECREED by the Court that the wife herein, BESSIE MAE BARTON FOX, is hereby awarded an absolute divorce in this cause on the ground of irreconcilable differences, and she is hereby 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 heretofore entered into by and between the parties shall hereby be made the Order of this Court, and is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT entered into this 13th day of August, 1985, by and between BESSIE MAE BARTON FOX, hereinatter referred to as "Wife", and LESLIE BUFORD FOX, JR., hereinafter referred to as "Husband";

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable, and there is now pending in the Fourth Circuit Court for Davidson County, Tennessee, a suit for divorce between the parties, being Bessie Mae Barton Fox vs. LESLIE BUFORD FOX, JR., bearing Docket Number 84D-1345; and

WHEREAS, the parties desire to agree upon and fix their rights and duties, respecting their respective estates, child custody and support, 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. That all right, title and interest that the husband have in and to a home located at 1814 Piedmont Avenue, Nashville, Davidson County, Tennessee, more particularly described as follows:

LAND in Davidson County, Tennessee, being Lot No. 5 on the Plan of Dalewood, Section One, as of record in Book 1424, page 108, Register's Office for said county.

SAID Lot No. 5 fronts 80 feet on the southerly side of Piedmont Avenue and runs back between parallel lines 157 feet to a dead line.

BEING the same property conveyed to Bessie Mae Crews, by deed from W. E. Gentry and Wife, Linda Jane Gentry, of record in Book 4277, page 494, Register's Office for Davidson County, Tennessee.

be vested out of the husband and vested in the wife in fee.

2. That all right, title and interest that the husband have in and to the real estate located at 2106 Geneiva Drive, Nashville, Davidson County, Tennessee, and more particularly described as follows:

LAND in Davidson County, Tennessee, being Lot No. 12 on the plan of Geneiva Heights, of record in Book 2083, page 65, as amended in Book 2249, page 14, both in Register's Office for said County.

SAID Lot No. 12 fronts 54.0 feet on the southerly margin of Geneiva Drive and extends back 159.35 feet on the easterly line and 141.42 feet on the westerly line to a dead line in the rear, measuring 91.0 feet thereon.

BEING the same property conveyed to Dale R. Hardcastle and wife, Teresa A. Hardcastle, by deed from Steve Harwell Naylor and wife, Kathy L. Naylor, of record in Book 5518, page 186, Register's Office for Davidson County, Tennessee.

THE property herein conveyed is subject to restrictive covenants of record in Book 2204, page 601, and to the matters set forth in the above referenced plan of record in said Register's Office.

IT is understood and agreed that part of the consideration for the transfer of this property is the agreement of the Grantees to assume the unpaid balance of a note secured by a first mortgage Deed of Trust to Greater Suburban Mortgage Company, of record in Book 5518, page 189, said Register's Office, and also that the escrow account in connection with the aforesaid Deed of Trust is hereby transferred to the said Grantees.

BEING the same property conveyed to Leslie B. Fox and wife, Bessie M. Fox, by deed from Dale R. Hardcastle and wife, Teresa A. Hardcastle, of

record in Book 5735, page 100, Register's Office, Davidson County, Tennessee.

be vested out of the husband and vested in the wife in fee.

3. That all right, title and interest the husband have in and to certain real estate located at 2106 Ridgecrest, Nashville, Davidson County, Tennessee, more particularly described as follows:

LAND in Davidson County, Tennessee, being Lot No 128 on the plan of Dalewood, Section II, of record in Book 1835, page 6, Register's Office for said County.

SAID Lot No. 128 fronts 82.0 feet on the westerly margin of Ridgecrest Drive, and extends back between parallel lines 150.0 feet to a dead line in the rear.

BEING the same property conveyed to Leslie B. Fox and wife, Bessie M. Fox, by deed from Patsy G. Beakley, now Patsy G. Beakley Young, and husband, Jesse N. Young, of record in Book 6024, page 882, Register's Office for Davidson County, Tennessee.

be vested out of the husband and vested in the wife in fee.

4. The wife will receive the automobile which she presently drives, and the same shall be paid for by the husband.

5. The wife will receive one bedroom suite from the home of the parties, located at 1928 Berkshire Drive.

6. The remainder of the furnishings in the home shall be mutually divided by and between the parties.

7. The wife will receive all of her Avon products.

8. The wife shall receive the following money market certificates, designated by amount: a money market certificate for $17,793.13; a money market certificate for $5,000.00, a money market certificate for $12,004.92.

9. The wife shall receive a salary of $300.00 per week gross from the market and gas station owned by the parties, for a period of five years, during which time the company shall continue to pay wife's life insurance and hospitalization insurance. In the event husband should decide to sell said service station and market, then he shall personally guarantee the balance of the payments of the wife's salary as set out above, for the period set out above, and he shall continue to pay her life insurance and hospitalization for that period of time.

10. Husband shall receive all of the right, title and interest in and to the service station and market presently owned by the parties, known as Fox Mobil, Inc., Brentwood, Tennessee, subject to the wife's salary, life insurance and hospitalization, as set out above, and upon payment of the lump sum of $10,000.00 to wife by husband, for her interest in Fox Mobil, Inc.

11. Husband shall receive all right, title and interest in and to the four Chevrolet Camaro automobiles which he presently owns.

12. Husband shall receive all right, title and interest in his 1979 Midas Mobile Home.

13. All right, title and interest wife now has in and to the homeplace of the parties, located at 1928 Berkshire Drive, Nashville, Davidson County, Tennessee, and more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 72 on the Plan of Burchwood Gardens, Section 2, of record in Book 2900, page 66, Register's Office for Davidson County, Tennessee.
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> SAID Lot No. 72 fronts 102 feet on the southerly side of Berkshire Drive and extends back 148.75 feet on the easterly line, and 100.52 feet on the westerly line to a broken line in the rear measuring 104.18 feet thereon.
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> BEING the same property conveyed to Leslie B. Fox, Jr., and wife, Bessie M. Fox, by deed from Morris A. Tanner, Jr., and wife, Evelyn J. Tanner, as of record in Book 4890, page 821, Register's Office for Davidson County, Tennessee.
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> THIS conveyance is subject to restrictive covenants of record in Book 3000, page 528, Register's Office for Davidson County, Tennessee; easements and setback lines as set forth on the above plan of record; and taxes for the current year which have been prorated and assumed by the Grantees herein.

be transferred out of the wife and vested in the husband in fee.

14. The husband shall receive the following money market certificate: a money market certificate for $10,000.00.

15. The husband will receive a retirement account with CNA in the amount of $800.00; a retirement account with Occidental Insurance Co. for $13,167.99; an I.R.A. Account with First Tennessee Bank in the amount of $1,500.00; an I.R.A. Account with The Williamson County Bank in the amount of $3,689.63.

16. The husband and wife shall divide the savings accounts presently held at both The Williamson County Bank, and the First Tennessee Bank.

17. The husband shall pay to wife's attorney a reasonable attorney's fee in this cause.

18. The parties hereto agree and acknowledge that this agreement is entered into by each of them, with full knowledge by each of them, of the extent and probable value of all property and estate of the parties jointly and personally, and each of the parties hereby forever releases and surrenders all of his or her right, title and interest, marital or otherwise, in and to all of the estate, whether real, personal, intangible or mixed, now owned or hereinafter acquired of or by the other party, except as he or she may be bound by the promises and covenants contained in this Agreement.

19. The parties agree that this Agreement, subject to Court approval, shall be incorporated in and made a part of any decree of divorce which may be entered hereafter.

IN WITNESS WHEREOF, the parties hereto set their signatures on the 13th and 14th days of March, 1985.

/s/BESSIE MAE FOX
BESSIE MAE FOX, WIFE

/s/LESLIE BUFORD FOX, JR.
LESLIE BUFORD FOX, JR.
HUSBAND

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, BESSIE MAE FOX, 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 this the 13th day of March, 1985.

/s/DAVID W. RADER
NOTARY PUBLIC

My Commission Expires: 8-26-87

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, LESLIE BUFORD FOX, JR., 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 this the 14th day of March, 1985.

/s/DAVID W. RADER
NOTARY PUBLIC

My Commission Expires: 8-26-87

It is further ORDERED, ADJUDGED AND DECREED by the Court that the cost of the cause will be paid by the husband, LESLIE BUFORD FOX, JR., for which let execution issue if necessary.

Entered this 16th day of April, 1985.

Russell Reasonover
JUDGE

APPROVED FOR ENTRY:

SETH NORMAN
Attorney for Wife
213 Third Avenue North
Nashville, TN 37201
(615) 242-5453

CERTIFICATE

I hereby certify that I have mailed a copy of the foregoing Final Decree to Mr. Leslie Buford Fox, Jr., Fox Mobil, I-65 and Old Hickory Boulevard, Brentwood, TN 37027, this ____ day of April, 1985.

SETH NORMAN

STATE OF TENNESSEE

I, **RICHARD R. 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 16 day of APRIL , 19 85 , in the Case Number 84D1345 between FOX, BESSIE MAE Plaintiff, and FOX, LESLIE BUFORD JR Defendant, as same remains of record in Book 143C , Page 02081 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 14 day of MAY in the year one thousand nine hundred and ninety-three and in the 217th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

REC FEE CHECK 28.00

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REFERENCE

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