x52

FILED
JUN 8 1981
GEORGE Z. ROOKER, Clerk
Deputy

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 9107 PAGE 836

107-13-A
37 CO

JERILYN SUE WELLS LESTER, Plaintiff,	)	
vs.	)	NO. 81D-828
JAMES MICHAEL LESTER, Defendant.	)	

81 OCT -7 AM 9:21

71612

FINAL DECREE

This cause came on to be heard on the 8th day of June, 1981, before the Honorable James M. Swiggart, Judge of the Sixth Circuit Court for Davidson County, Tennessee, upon the plaintiff's Complaint for Absolute Divorce, the defendant having dispensed with the need for personal service by entering into a written and notarized Property Settlement Agreement, as provided for by T.C.A. §36-801(II), judgment by default heretofore taken, the testimony of the plaintiff in the Complaint, and upon the entire record; from all of which it is found by the Court that the plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences.

The Court further finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED by the Court that the plaintiff, Jerilyn Sue Wells Lester, be, and hereby is, awarded an absolute divorce from the defendant, James Michael Lester; that each of the parties be restored to all the rights and privileges of an unmarried person; and that plaintiff have her maiden name restored to her use, namely: Jerilyn Sue Wells.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the parties' Property Settlement Agreement be approved and ratified in full, and incorporated into and made a part of this Final Decree.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the costs of this cause be assessed against the plaintiff, for which execution may issue if necessary.

ENTER, this 8th day of June, 1981.

JUDGE

SUBMITTED FOR ENTRY:

DAVID A. HARRELSON
Attorney for Plaintiff
2108 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
Telephone: 615/244-7706

cc: Mr. James Michael Lester
937 Coarsey Drive
Nashville, Tennessee 37217

BOOK 9107 PAGE 838

FILED

1981 MAR -5 PM 3:07

GEORGE L. ROOKER, CLERK

D.C.

IN THE _____ CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JERILYN SUE WELLS LESTER)
)
vs.) NO. 81D-828
)
JAMES MICHAEL LESTER)

PROPERTY SETTLEMENT AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants, promises, and undertakings hereinafter more fully set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, THIS AGREEMENT is made and entered into this 4th day of March, 1981, by and between JERILYN SUE WELLS LESTER, hereinafter referred to as "Wife", and JAMES MICHAEL LESTER, hereinafter referred to as "Husband", for the purpose of defining certain rights and privileges and transferring certain properties, effective now and on the date an Absolute Divorce is granted. THEREFORE, the parties do agree as hereinbelow set out:

1. The only real property in which the parties hold a joint interest is a condominium unit located at 937 Coarsey Drive, in Nashville, Davidson County, Tennessee, 37217. The parties hereby agree that the Husband shall have all right, title and interest in and to said real property; and the Wife hereby waives and releases any right she may have in said real property. The Husband assumes sole responsibility for the timely repayment of the mortgage indebtedness secured by said property, including taxes and insurance; and the Husband hereby holds the Wife harmless from any and all liability with regard to any mortgages, loans or encumbrances secured by said real property. The Wife agrees to sign any documents required to transfer or convey title to the Husband, or to a third party should the Husband elect to sell said real property, if such documents become necessary in the future.

2. The Wife shall have all right, title and interest in and to one (1) bedroom suite and one (1) washer and dryer, currently in the Wife's possession; however, the Husband assumes sole responsibility for the timely repayment of a certain loan due General Electric Credit Corporation for the purchase of said bedroom suite and washer and dryer from Ray Batts Furniture Company, in the original principal amount of $2,000.00. The Husband hereby releases the Wife from any and all responsibility with regard to the repayment of said loan due General Electric Credit Corporation.

3. The Wife shall have all right, title and interest in and to one (1) 1978 Chevrolet Camaro automobile, currently titled in her name; and the Wife shall be solely responsible for the timely repayment of a certain loan made to her by G.M.A.C., with an approximate current balance of $1,000.00, which loan financed the purchase of said automobile.

4. The Husband shall have all right, title and interest in and to one (1) 1979 Volkswagon Rabbit automobile, currently titled in his name; and the Husband shall be solely responsible for the timely repayment of a certain loan made to him by G.M.A.C., with an approximate current balance of $1,500.00, which loan financed the purchase of said automobile.

5. All interest in any other tangible personal property owned by the parties and now in the possession of the Wife is hereby divested out of the Husband and vested solely in the Wife; and all interest in any other tangible personal property owned by the parties and now in the possession of the Husband is hereby divested out of the Wife and vested solely in the Husband.

6. The parties hereby agree that from and after the date of the signing of this Agreement, that each party shall be solely responsible for the repayment of any loans, debts or accounts incurred in his or her own name.

7. The Wife shall have the right to have her maiden name restored to her use; namely: Jerilyn Sue Wells.

8. It is mutually understood and agreed by and between the parties hereto that this is a complete and final Property Settlement Agreement between them; and that in the event a divorce is granted, neither of them will ever hereafter have any property claims whatsoever against the other, except as described and specifically provided for herein.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

Jerilyn Sue Wells Lester
JERILYN SUE WELLS LESTER

James Michael Lester
JAMES MICHAEL LESTER

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, JERILYN SUE WELLS LESTER, with whom I am personally acquainted, and who acknowledged to me that she signed the within PROPERTY SETTLEMENT AGREEMENT as her free act and deed for the purposes therein contained, this 4th day of March, 1981.

Sharon L. Andrews
NOTARY PUBLIC

My commission expires:
10-15-83.

9157 10/07 0101 03CHECK 28.00

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, JAMES MICHAEL LESTER, with whom I am personally acquainted, and who acknowledged to me that he signed the within PROPERTY SETTLEMENT AGREEMENT as his free act and deed for the purposes therein contained, this 26 day of Feb., 1981.

NOTARY PUBLIC

My commission expires:

_____.

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 _SIXTH Circuit Court for Davidson County, Tennessee, on the _08 day of _JUNE , 19 _81 , in the Case Number _81D828 between _LESTER, JERILYN Plaintiff, and _LESTER, JAMES MICHAEL Defendant, as same remains of record in Book 029A , Page _00064 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 _30 day of _SEPTEMBER in the year one thousand nine hundred and _ninety-three and in the _218th_ year of American Independence.

RICHARD R. ROOKER, Clerk

By _____ Deputy Clerk

SEAL

RICHARD ROOKER CLERK CIRCUIT COURT

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT WAS UNSATISFACTORY WHEN RECEIVED