1986 MAR 21 PM 2 11

K Langford

BOOK 9411 PAGE 658

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JAMES EDWARD HALL,)
)
Plaintiff,)
)
-VS-) NO. 86D-70
)
BRENDA ELAINE HARDING HALL,)
)
Defendant.)

9552 07/19 0101 03CHECK 28.00

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 21st day of March, 1986, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the Complaint for Absolute Divorce filed by the Plaintiff. testimony of the Plaintiff in open court, the Property Settlement Agreement dated January 8, 1986 entered into between the parties, statements of counsel and the entire record and from all of which the Court finds that there exists between the parties irreconcilable differences and that the parties have entered into an agreement that constitutes an equitable settlement of all property rights and matters of support, no children having been born of this marriage. The Court accordingly finds that the Plaintiff should be granted an absolute divorce on the grounds of irreconcilable differences and the Property Settlement Agreement heretofore entered into by and between the parties should be incorporated into and made a part of this Decree, said Agreement being in words and figures as follows:

72571

IDENTIFICATION REFERENCE

94 JUL 19 PM 1:53

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

FILED

1985 JAN -8 PM 3:56

PROPERTY SETTLEMENT AGREEMENT 86D-70

This Agreement entered into this 8th day of January, 1985, by and between JAMES EDWARD HALL (hereinafter referred to as the "HUSBAND") and BRENDA H. HALL (hereinafter referred to as the "WIFE").

BOOK 9411 PAGE 659

W I T N E S S E T H :

WHEREAS, the parties have experienced marital difficulties which have led to the filing of an action for absolute divorce in the Circuit Courts of Davidson County, Tennessee on the grounds of irreconcilable differences, and;

WHEREAS, the parties desire to enter into this Agreement for the purposes of making an equitable and just settlement of all matters of support and property, and;

WHEREAS, the parties desire for this Agreement to be ratified and confirmed by the Court and incorporated within the Final Decree of divorce.

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, including the mutual covenants of this Agreement, the parties hereto agree as follows:

1. Household Furnishings. The WIFE shall receive the following items of household furnishings contained in the home of the parties at 1003 Maynor Avenue, Nashville, Davidson County, Tennessee:

Two dining room suites
Two bedroom suites
Green living room chair
Wicker chair and table set (bedroom)
Upstairs bedroom sofa and chair
Upstairs bedroom table and bookcase
Matching set of three brass glass and wood coffee tables (living room)
Two living room lamps
Bar and stools
Sofa and table with built-in tape player (in basement)
19 inch RCA color TV
Sears 25 inch color console TV
Sony portable black and white TV
Dining room Chandelier
Den entertainment unit
Living room mirror
Electric washer

All other household furnishings located at 1003 Maynor Avenue on the date of execution of this Agreement and from and after the date of the execution of this Agreement shall be the absolute property of the HUSBAND. All right, title and interest of the HUSBAND in the listed household furnishings to be received by the WIFE is divested from him and vested solely in WIFE. All right, title and interest in the household furnishings to be received by the HUSBAND and remaining at 1003 Maynor Avenue, Nashville, Tennessee is divested from the WIFE and vested solely in the HUSBAND.

2. Vehicles. The motor vehicles of the parties are already titled in their separate names. The WIFE shall receive the 1983 Chrysler automobile titled to her and from and after the date of execution of this Agreement, she will be responsible for all repairs, maintenance, insurance, liened indebtedness and other liabilities associated with the use of said vehicle. The HUSBAND shall receive the 1977 Pontiac, the 1971 Chevrolet, and the 1985 Mercury that are titled in his name. From and after the date of this Agreement, he shall be responsible for all repair, maintenance, insurance, liened indebtedness, and other liabilities associated with said vehicles.

3. Real Property. The parties own a house and lot located at 1003 Maynor Avenue, Nashville, Tennessee, which is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 38 on the Plan of Maynor Place as of record in Book 843, Page 24, Register's Office for said County.
>
> Said Lot No. 38 fronts 60 feet on the north side of Maynor Avenue, formerly Maynor Place, and extends back between parallel lines, 160 feet to a dead line in the rear measuring 60 feet thereon.
>
> Being the same property conveyed to James E. Hall and wife, Brenda Elaine Harding Hall, by deed from Harry L. Dobbins and wife, Peggy Gray Dobbins, of record in Book 5447, Page 649, Register's Office for Davidson County, Tennessee.

All right, title and interest in the foregoing real property is divested from BRENDA ELAINE HARDING HALL and vested solely in JAMES E. HALL. The HUSBAND shall be responsible for the mortgage payments owed to Lomas and Nettleton and shall hold the WIFE harmless from the same. The HUSBAND shall have sole possession of said real property from and after the date of execution of this Agreement. The HUSBAND shall be responsible for all repair and maintenance to said real property from and after the date of execution of this Agreement.

4. Other Miscellaneous Property. All bank accounts and other miscellaneous personal property have already been divided between the parties. All right, title and interest in the party not in possession of any other miscellaneous personal property not herein specifically described shall be divested from the party not in possession and vested solely in the party in possession.

5. Service Of Process. The WIFE acknowledges that the HUSBAND has, contemporaneously with the filing of this Property Settlement Agreement, filed a Complaint for Absolute Divorce in the Circuit Courts of Davidson County, Tennessee, on the grounds of irreconcilable differences and said case is filed under Docket No. _____. Pursuant to Tennessee Code Annotated, Section 36-4-103, the WIFE enters into this Agreement for the purpose of waiving the issuance of a Summons and personal service of process, it being the desire of the WIFE to enter a general appearance by virtue of her execution of this document.

6. Debts. Each party shall hold the opposite party harmless from all debts and liabilities incurred from and after the date of separation of December 20, 1985.

7. Miscellaneous. The WIFE agrees for the HUSBAND to file in the Circuit Court of Davidson County a Petition for Divorce seeking a Decree of Absolute Divorce upon the grounds of irreconcilable differences and to have this Property Settlement Agreement incorporated within said Final Decree. The parties agree that they are entering into this Agreement freely and

voluntarily and for the purposes of making a full, final and absolute settlement of all property rights between them and claims against the opposite party. It is acknowledged that this Agreement is entered into freely and voluntarily without any undue influence, fraud, coercion or misrepresentation. Both parties acknowledge that they have read and fully understand the terms and provisions of this Agreement and their legal effect. The WIFE acknowledges that the HUSBAND's attorney has prepared this Agreement and has not attempted to represent her interests in these proceedings.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and date first written above.

James Edward Hall
JAMES EDWARD HALL

"HUSBAND"

Brenda H. Hall
BRENDA H. HALL

"WIFE"

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, JAMES E. HALL, to me known (or proved to me on the basis of satisfactory evidence) to be the person described herein who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed this 7 day of January, 1986.

Nancy C. Williams
NOTARY PUBLIC

My Commission Expires: 7/16/87

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, BRENDA H. HALL, to me known (or proved to me on the basis of satisfactory evidence) to be the person described herein who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed this 8th day of January, 1986.

Diana L Rich
NOTARY PUBLIC

My Commission Expires: 10/24/88

It is therefore ORDERED, ADJUDGED and DECREED that the Plaintiff be, and he is hereby granted an absolute divorce from the Defendant and the parties are restored to all rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED and DECREED that the Property Settlement Agreement of January 8, 1985 be, and the same is hereby made the Order of this Court.

It is further ORDERED that the costs are taxed against the Plaintiff for which execution may issue, if necessary.

Entered this 31st day of March, 1986.

JUDGE

APPROVED FOR ENTRY:

LARRY R. WILLIAMS
Attorney for the Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree of Divorce has been mailed by United States mail, postage prepaid, to Brenda Elaine Harding Hall, 1811 Allison Place, Nashville, Tennessee 37203, this 24 day of March, 1986.

LARRY R. WILLIAMS

BOOK 9411 PAGE 664

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 21 day of MARCH , 19 86 , in the Case Number 86D70 between HALL, JAMES EDWARD Plaintiff, and HALL, BRENDA ELAINE Defendant, as same remains of record in Book 151C , Page 01838 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 19 day of JULY in the year one thousand nine hundred and ninety-four and in the 219th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By Perry Campion
Deputy Clerk