438/931

LUCILLE BASHAW)
) IN THE FIFTH CIRCUIT COURT
) FOR DAVIDSON COUNTY, TENNESSEE
)
vs.) NO. 96932
)
)
BRYANT BASHAW)

BOOK 11715 PAGE 726

FINAL DECREE

This cause came on for hearing on the 17th day of August, 1981, before the Honorable Steve North, Judge of the Fifth Circuit Court for Davidson County, Tennessee, upon the original complaint for absolute divorce filed by the complainant, Lucille Bashaw, personal service upon the defendant, Brayant Bashaw, answer and counter-claim filed by said defendant, answer thereto and amended and supplemental complaint filed by the original complainant, with the cause proceeding to trial as an uncontested matter in view of a written property settlement agreement reached by the parties and with the defendant/counter-complainant, Bryant Bashaw, desiring to withdraw his answer and counter-complaint, testimony of complainant, Lucille Bashaw, heard in open Court, statement of Counsel in the entire record herein. From all of which the Court is of the opinion and finds as follows:

That the defendant/counter-complainant, Bryant Bashaw, should be and he is hereby allowed to withdraw his answer and counter-complaint filed in this matter.

It further appears to the Court from the testimony of the complainant, Lucille Bashaw, that the parties hereto have experienced marital difficulties which cannot be reconciled.

It is therefore ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing by and between the parties are hereby dissolved and the complainant, Lucille Bashaw, is hereby awarded an absolute divorce from the defendant, Bryant Bashaw, upon the grounds of irreconcilable differences, and she is hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties have entered into the following property settlement agreement.

PROPERTY SETTLEMENT AGREEMENT

This agreement made and entered into by and between LUCILLE BASHAW, hereinafter referred to as the wife, and BRYANT BASHAW, hereinafter referred to as the husband, on this the 17th day of August, 1981.

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WITNESSETH:

That whereas the parties are man and wife, with the wife Lucille Bashaw, having filed a complaint for absolute divorce in the Fifth Circuit Court for Davidson County, Tennessee under Rule No. 96932, and with the husband having filed an answer and counter-complaint thereto, and now with the parties desiring to settle thier rights in regard to the real and personal property of the parties, they have agreed as follows:

1. The wife shall make application to the Court for a decree of absolute divorce upon the grounds of irreconcilable differences and the husband agrees to withdraw his answer and counter-complaint heretofore filed.

2. The wife shall retain the homeplace of the parties located at 3869 Augusta Drive, Nashville, Tennessee to be hers absolute and in fee simple, and she shall pay to the defendant the sum of $7,500.00 which represents his equity therein. The wife shall pay the sum of $5,000.00 of said equity to the husband within thirty (30) days of the date of the final decree of divorce and the remaining $2,500.00 shall be paid to him within two years of the date of the final decree. The parties further agree that the final decree shall pass title to the real property to the complainant wife however, a lien of $2,500.00 will be designated against the real property until the defendant husband's equity is paid in full, at which time he shall issue a release to the complainant wife herein.

3. The parties further agree that the complainant shall retain said property subject to the first mortgage thereon which she agrees to pay and the husband herein shall be held harmless thereon.

4. The wife shall retain the household furniture and furnishings of the parties located in the homeplace of the parties 3869 Augusta Drive, Nashville, Tennessee, to be hers absolute and in fee simple, with the exception of those items that the parties have agreed will be and become the sole property of the husband.

5. Each of the parties hereto shall retain their own respective automobiles, free and clear of the claim of the other.

6. The parties further agree that neither shall make any further or other charges upon the credit of the other from and after the execution of this agreement.

7. The parties further agree that neither shall make any further or other claim for alimony one against the other from and after the execution of this agreement.

8. The parties further agree that each shall retain their own personal property such as clothing, jewelry, and so on, free and clear of any claim of the other.

9. The husband shall pay the cost of this cause.

10. Each of the parties hereto agree that they shall pay their own attorney's fees incurred as a result of this matter.

11. The parties agree that the husband shall retain free and clear of any claim of the wife, the real estate owned by the parties in Mr. Juliet, Tennessee and said decree shall reflect ownership solely in the defendant herein.

12. This agreement is subject to the approval of the Court in the event a divorce is granted to either party in this matter, however, in the event that no divorce is granted to the wife or either party, then this agreement is of no force and effect.

If approved by the Court then this agreement is a full, final and complete settlement of the parties rights and interests in and to the personal and real property of the parties and the same is entered into of their own free will and accord.

The parties further agree that this agreement shall be incorporated into any final decree of divorce entered herein and shall be and become the judgment of the Court when approved.

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/s/Lucille Bashaw
WIFE

/s/ Muriel Robinson
WITNESS

/s/Bryant Bashaw
HUSBAND

/s/ Richard Manson
WITNESS

It is ORDERED ADJUDGED AND DECREED that the property settlement agreement executed by the parties incorporated herein is hereby found to be a just and equitable division of the property rights of the parties and is hereby approved by the Court in all respects and made the judgment hereof.

In accordance therewith, it is ORDERED, ADJUDGED AND DECREED that the complainant, Lucille Bashaw is hereby awarded the homeplace located at 3869 Augusta Drive, Nashville, Tennessee, to be hers absolute and in fee simple and any right title or interest that the defendant, Bryant Bashaw, has in and to said property is hereby divested from him and reinvested in the said Lucille Bashaw, to be hers absolute and in fee simple subject to the first mortgage and a lien hereinafter created which represents the balance due to the defendant by the terms of the above agreement as to his equity in said property.

Said real property is more particularly described in words and figures as follows:

> Land in Davidson County, Tennessee, being Lot No. 462 on the Plan of Haynes Manor, Section 3, of record in Book 4175, page 11, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 462 fronts 75.0 feet on the northwesterly margin of Augusta Drive and extends back between lines measuring 157.4 feet on the southwesterly side and 175.5 feet on the northeasterly side, the latter line being a broken line, to a dead line in the rear on which it measures 40.9 feet.

Being the same property convey to Bryant Bashaw and wife, Lucille Bashaw from Cumberland Builders by Warranty Deed of Record in Deed Book 4344, page 365, Register's Office for Davidson County, Tennessee.

It is ORDERED, ADJUDGED AND DECREED that the complainant, Lucille Bashaw, shall pay to the defendant, Bryant Bashaw, the sum of $7,500.00 which represents said defendant's equity in and to the above style real property and the same shall be paid to him with the complainant paying the sum of $5,000.00 to said defendant within thirty days (30) of the date of this final decree of divorce and with the remaining $2,500.00 to be paid to said defendant within two years of the date of this final decree. It is further Ordered that a lien in the amount of $2,500.00 which is specifically reserved herein on said real estate to secure the balance of the defendant's equity. It is further Ordered when the lien balance of $2,500.00 has been paid to the defendant, said defendant shall execute a release to the complainant herein.

It is further ORDERED, ADJUDGED AND DECREED that the complainant shall retain said homeplace located at 3869 Augusta Drive, Nashville, Tennessee, subject to the first mortgage thereon which she assumes and agrees to pay holding the defendant harmless thereon.

It is further ORDERED, ADJUDGED AND DECREED that the real estate of the parties owned in Mr. Juliet, Wilson County, Tennessee, is hereby vested in the defendant, Bryant Bashaw and any right, title or interest that the complainant, Lucille Bashaw has in and to the same is hereby divested from her and reinvested in the said Bryant Bashaw, to be his absolute and in fee simple. Said real property is more particularly described in words and figures as follows:

> BEGINNING at an iron pin in the South margin of Central Pike, located 20 feet from the center line of Central Pike, and running thence South 3 degrees 57 minutes 45 seconds West, a distance of 3,180.57 feet to an iron pin in the property of Gilbert Bryant in a standing fence; thence North 84 degrees 49 minutes 15 seconds West, a distance of 159.54 feet to an iron pin in the fence; thence North 3 degrees 58 minutes 30 seconds East to an iron pin at an old corner located 52 feet from a hackberry, a distance of 159.51 feet; thence from said corner North 87 degrees 57 minutes 42 seconds West, a distance of 214.51 feet to an iron pin

in the fence; thence North 4 degrees 48 minutes 35 seconds East, a distance of 3,031.38 feet to the South margin of Central Pike; and thence with the South margin of Central Pike South 84 degrees 57 minutes 55 seconds East, a distance of 329.10 feet to the point of beginning, containing 24.98 acres, more or less.

It is tract #2 on the plat made by Robert M. Amonette by survey of August 7, 1976, made by him of the property of the Bashaw heirs.

Being the same property conveyed to Bryant Bashaw and wife, Lucille Bashaw, by Warranty Deed, of record in Book 307, page 46, Register's Office for Wilson County, Tennessee

It is further ORDERED, ADJUDGED AND DECREED that the complainant shall retain the household furniture and furnishings of the parties located in the homeplace at 3869 Augusta Drive, Nashville, Tennessee, to be hers absolute and in fee simple, with the exception of those specific items which the parties hereto have agreed will become the sole property of the defendant.

It is further ORDERED, ADJUDGED AND DECREED that each of the parties hereto shall retain their own respective automobiles, free and clear of the claim of the other.

The defendant shall pay the cost of this cause from all of which let execution issue if necessary.

JUDGE

Enter This 17 Day of Sept., 1981

APPROVED FOR ENTRY:

Attorney for Complainant

Attorney for Defendant

I certify a copy of this Final Decree has been mailed to the Honorable Richard Manson, Attorney for Defendant, Suite 203 Community Federal Bank Building, Nashville, TN 37208, on this the 25-th day of August, 1981.

Attorney

FILED

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GEORGE L. ROOKER, CLERK

PROPERTY SETTLEMENT AGREEMENT #96932

This agreement made and entered into by and between LUCILLE BASHAW, hereinafter referred to as the "wife" and BRYANT BASHAW, hereinafter referred to as the "husband", on this the 17th day of August, 1981.

BOOK 1171 PAGE 731

WITNESSETH:

That whereas the parties are man and wife, with the wife, Lucille Bashaw having filed a complaint for absolute divorce in the Fifth Circuit Court for Davidson County, Tennessee under Rule No. 96932, and with the husband having filed an answer and counter-complaint thereto, and now with the parties desiring to settle their rights in regard to the real and personal property of the parties, they have agreed as follows:

1. The wife shall make application to the Court for a decree of absolute divorce upon the grounds of irreconcilable differences and the husband agrees to withdraw his answer and counter-complaint heretofore filed.

2. The wife shall retain the homeplace of the parties located at 3869 Augusta Drive, Nashville, Tennessee to be hers absolute and in fee simple, and she shall pay to the defendant the sum of $7500.00 which represents his equity therein. The wife shall pay the sum of $5000.00 of said equity to the husband within thirty (30) days of the date of the final decree of divorce and the remaining $2500.00 shall be paid to him with in two years of the date of the final decree. The parties further agree that the final decree shall pass title to the real property to the complainant wife however a lien of $2500.00 will be designated against the real property until the defendant husband's equity is paid in full, at which time he shall issue a release to the complainant wife herein.

3. The parties further agree that the complainant shall retain said property subject to the first mortage thereon

which she agrees to pay and the husband herein shall be held harmless thereon.

4. The wife shall retain the household furniture and furnishings of the parties located in the homeplace of the parties 3869 Augusta Drive, Nashville, Tennessee to be hers absolute and in fee simple, with the exception of those items that the parties have agreed will be and become the sole property of the husband.

5. Each of the parties hereto shall retain their own respective automobiles, free and clear of the claim of the other.

6. The parties further agree that neither shall make any further or other charges upon the credit of the other from and after the execution of this agreement.

7. The parties further agree that neither shall make any further or other claim for alimony one against the other from and after the execution of this agreement.

8. The parties further agree that each shall retain their own personal property such as clothing, jewelry and so on, free and clear of any claim of the other.

9. The husband shall pay the cost of this cause.

10. Each of the parties hereto agree that they shall pay their own attorney's fees incurred as a result of this matter.

11. The parties agree that the husband shall retain free and clear of any claim of the wife the real estate owned by the parties in Mt. Juliet, Tennessee and said decree shall reflect ownership solely in the defendant herein.

12. This agreement is subject to the approval of the Court in the event a divorce is granted to either party in this matter, however, in the event that no divorce is granted to the wife or either party, then this agreement is of no force and effect.

K 11715

If approved by the Court then this agreement is a full, final and complete settlement of the parties rights and interests in and to the personal and real property of the parties and the same is entered into of their own free will and accord.

The parties further agree that this agreement shall be incorporated into any final decree of divorce entered herein and shall be and become the judgment of the Court, when approved.

Wife

Witness

Husband

Witness

MAIL ENV.

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REFERENCE

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TN.

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STATE OF TENNESSEE

BOOK 11715 PAGE 734

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 FIFTH Circuit Court for Davidson County, Tennessee, on the 18 day of SEPTEMBER , 19 81 , in the Case Number 96932 between BASHAW, LUCILLE Plaintiff, and BASHAW, BRYANT Defendant, as same remains of record in Vol. 043B , Page 00931 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 11 day of OCTOBER in the year one thousand nine hundred and ninety-nine and in the 224th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By Terry Campsen
Deputy Clerk