129A/538

FILED
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RIE L. ROBERT, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

HUBERT BRANCH CROUCH, JR. §

VS. § NO. 81D-3453

JOSEPHINE DAVISON CROUCH §

Davidson County DEEDDIV
Recvd: 11/08/04 13:20 7pgs
Fees:37.00 Taxes:0.00
20041108-0134337

FINAL DECREE

This cause came on to be heard before the Honorable Jack Norman, Special Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the Complaint for Divorce filed in this cause, Property Settlement Agreement submitted to the Court, the testimony of the Petitioner in open Court, and upon the entire record in this cause; from all of which the Court finds that the Petitioner 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 that the Petitioner, HUBERT BRANCH CROUCH, JR., be, and hereby is, awarded an absolute divorce from the Defendant, JOSEPHINE DAVISON CROUCH, and that each party be restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED that the Property Settlement Agreement submitted to the Court be approved and ratified in full, and incorporated into and made a part of this Final Decree. Said Property Settlement Agreement provides as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is made on this the 15th day of February, 1982, by and between JOSEPHINE D. CROUCH, hereinafter referred to as "WIFE" and HUBERT B. CROUCH, JR., hereinafter referred to as "HUSBAND," citizens and residents of Davidson County, Tennessee.

W I T N E S S E T H :

WHEREAS, the parties were married on July 8, 1956, in Newport, Tennessee, and a divorce is pending in the Fourth Circuit Court for Davidson County, Tennessee; and

WHEREAS, the parties have two children born to the marriage, all of them adults, and

WHEREAS, the provisions set forth in this Agreement are made in contemplation that the Property Settlement Agreement may be used in an action for divorce on the grounds of Irreconcilable Differences; and

WHEREAS it is the desire of both parties to determine and settle their property rights and their rights and obligations as to each other, all dower and homestead rights and all rights of any description existing between the parties which arise out of the marital relationship; and

NOW, THEREFORE, the parties for and in consideration of the mutual promises contained in this Agreement and in consideration of the acts to be performed by the parties, agree as follows:

1. REAL ESTATE: Husband and wife quitclaim to each other all right, title and interest which they may have to the residence located at 2485 Walker Lane, Nashville, Tennessee, 37203, so as to create a tenancy in common relationship in property more fully described as follows:

> Land in Davidson County, Tennessee, being Lot No. 16 on the Plan of Haynes View Subdivision, as of record in Book 3700, page 71, Register's Office for said County.
>
> Said Lot No. 16 fronts 261 feet on the easterly side of Walker Lane, and runs back 95 feet on the southerly line and 219.8 feet on the northerly line to the rear on which it measures 285 feet thereon.

Being part of the property conveyed to Hubert Branch Crouch, Jr. and wife Josephine D. Crouch by deed from Thurman & Stevens Construction Company, Inc., in Book 4134, page 368, said Register's Office.

At the present time, Wife resides at 2485 Walker Lane, Nashville, Tennessee. Wife shall be entitled to stay in said property as long as she may desire. Wife shall be responsible for payment of the outstanding monthly note against said property until the house has been sold or at such time as she may move out of said property. After Wife vacates said premises, the monthly note shall be paid by Husband. Wife shall be entitled to deduct all interest and taxes paid on said property for federal income tax purposes. All major repairs to said house which are necessary, in excess of $100.00, shall be assessed equally between the Wife and Husband.

2. PERSONAL PROPERTY: Wife shall be entitled to retain sole possession of all furniture, appliances and fixtures of any description whatsoever that remain in the house at 2485 Walker Lane, Nashville, Tennessee. Each party recognizes the sole ownership of the other spouse to his or her respective property.

3. AUTOMOBILES: Husband waives all claims to the 1976 Ford Thunderbird automobile vehicle which he may have.

4. INHERITANCE: Each party makes no claim against the other for any interest which she or he may have inherited now or in the future.

5. ATTORNEY'S FEES AND COURT COSTS. Husband shall be financially responsible for his individual attorney's fees. Wife shall have financial responsibility for payment of her attorney's fees. Husband shall be solely responsible for all court costs and expenses incurred in any divorce proceedings.

6. ADDITIONAL INSTRUMENTS. Each of the parties shall, from time to time, at the request of the other, execute, acknowledge and deliver to the other, any and all further instruments, such as car titles, deeds or other instruments, that may be reasonably required to give full force and effect to the provisions of this Agreement.

7. GENERAL TERMS:

A. The parties agree that this Agreement shall in no way prohibit either party from defending in any suit for a divorce. It is further agreed that in the event a divorce is granted, this instrument shall be incorporated in the Final Divorce Decree, subject to the approval of the Court.

B. It is agreed by the parties that this Agreement shall be a final settlement of the property rights of the respective parties, and it is a full discharge of each from all other claims arising out of the marital relationship, that each party hereby waives and relinquishes to the other party all rights or claims which he or she may have or hereafter acquire under the law of any jurisdiction to the other's property, including without limitation, dower, courtesy, statutory allowance, homestead rights, rights to take against the will of the other, inheritance, descent or distribution, and the right to act as administrator or executor of the other's estate. This instrument applies to all property now owned by the parties either jointly or individually, or any property which either of them may acquire in the future.

C. This Agreement shall be binding upon the inure to the benefit of the parties and their personal representatives, heirs and assigns. Both parties acknowledge that this Agreement is entered into without undue influence, fraud or misrepresentation; both parties agree that the provisions are fair and equitable and that each party understands the effect of each provision. Both parties have voluntarily entered into this Agreement and agree to all the terms set forth herein. The parties understand and agree that this instrument shall in no way be construed as an agreement to obtain a divorce or to prevent one party from obtaining a divorce against the other.

8. EFFECTIVE DATE: This Agreement shall become effective as of its execution.

IN WITNESS WHEREOF, the parties have read this Agreement, know its contents and have signed and executed this Agreement on the day and date shown above.

Josephine D. Crouch
JOSEPHINE D. CROUCH

Hubert Branch Crouch Jr.
HUBERT BRANCH CROUCH, JR.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named JOSEPHINE D. CROUCH, 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 2nd day of July, 1982.

Helen T. Smith
NOTARY PUBLIC

My commission expires: 7/21/84

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named HUBERT BRANCH CROUCH, 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 at Nashville, Tennessee, this 15th day of February, 1982.

NOTARY PUBLIC AT LARGE

My commission expires: 7-7-83

IT IS FURTHER ORDERED that the costs of this cause shall be assessed against the Petitioner, for all of which execution shall issue if necessary.

ENTER: This 7 day of ~~February~~ MARCH, 1983.

JUDGE

APPROVED FOR ENTRY:

MARY A. PARKER
Attorney for Plaintiff

CARLTON H. PETWAY
Attorney for Defendant

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 09 day of MARCH , 1983 , in the Case Number 81D3453 between CROUCH, HUBERT B JR Plaintiff, and CROUCH, JOSEPHINE D Defendant, as same remains of record in Vol. 129A , Page 00538 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 18 day of OCTOBER in the year two thousand four and in the 228th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

