28C/2180

FILED

1984 JUL 31 AM 7:47

GEORGE L. KRAMER, CLERK

D.C.

PHILLIP EARL DOSS)
Complainant)
)
vs.)
)
PATRICIA LEAH DOSS)
Defendant)

IN THE PROBATE COURT
FOR
DAVIDSON COUNTY, TENNESSEE
DOCKET NO. 84-D-1572

FINAL DECREE

This cause came on to be heard on the 23rd day of July, 1984, before the Honorable James Everett, Judge of the Probate Court for Davidson County, Tennessee, on the Complaint for Divorce filed by the complainant. Upon hearing testimony of complainant, statements of counsel for complainant, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage.

It is , therefore, ORDERED, ADJUDGED, and DECREED that the complainant, Phillip Earl Doss, is hereby awarded an absolute divorce from the defendant, Patricia Leah Doss, on the grounds of irreconcilable differences, T.C.A. 36-801-II, and he is hereby restcred to all the rights and privieldges of an unmarried person.

It further appears to the Court that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties; and the parties have no children. The Court hereby approves the Property Settlement Agreement and the same is hereby incorporated in words and figures as follows:

Davidson County DEEDDIV
Recvd: 09/14/06 12:01 6 pg
Fees:32.00 Taxes:0.00
20060914-0114077

PROPERTY SETTLEMENT AGREEMENT

This Agreement is entered into by and between Phillip Earl Doss hereinafter referred to as Husband and Patricia Leah Doss, hereinafter referred to as Wife.

WITNESSETH:

Whereas, the parties are presently separated and the Husband has filed an action for divorce in the Probate of Davidson County, Tennessee carrying docket number 84D-1572; and

Whereas, the parties desire to settle all property matters without the expense of contested litigation respecting said property matters, and for no other purposes.

Now therefore the parties hereto mutually agree as follows:

1. Title to the homeplace of the parties located at 315 Sentinel Drive, Nashville, Tennessee shall be divested out of Wife and vested sclely in Husband in fee simple. Husband shall then be solely responsible for any mortgage loan payments.

2. That Husband shall maintain his 1978 Mazda GLC automobile and that Husband shall pay any loans due and owing thereon.

3. Title to one 1974 Volkswagon automobile with title currently in Husband's name shall be divested out of Husband and vested solely in Wife's name.

4. Title to one 1976 Yamaha Motorcycle XS650 shall be divested out cf Wife and vested solely in Husband.

5. Title to any stereo speakers cr turntables shall be divested out of Husband and vested solely in Wife.

6. Title to any other musical equipment shall be divested out of Wife and vested solely in Husband.

7. That Wife will assume any payments arising out cf a student loan at Third National Bank.

8. That Husband will be solely responsible for any payments to the Nashville Electric Service for the Nashville Electric

Service Energy Package.

9. That Wife shall return any credit cards in Husband's name to Husband and both parties shall set-up their own individual accounts.

10. Title to all household furnishing and personal property not hereinbefore referred to shall be divested out of Husband and vested in Wife.

11. The parties hereby declare that there are no other outstanding debts incurred by the parties during the marriage.

12. This agreement is intended to settle fully and finally the property rights between the parties, and the parties hereby release each other from any and all other rights or claims arising out of the marital relationship, upon the approval of this property settlement agreement by the Court, and this document may be filed in the afresaid pending divorce action and fully incorporated by reference in any final decree entered therein upon the Court's approval.

13. The parties hereby declare that there has been no fraud nor collusion in the procurement of this agreement.

In witness whereof, the parties set their signatures below.

/s/ Phillip E. Doss
PHILLIP EARL DOSS

July 23, 1984
DATE

Sworn to and subscribed before me on this 23rd day of July, 1984.

/s/ Peggy S. Metra
NOTARY PUBLIC

My commission expires: 7/21/85

/s/ Patricia L. Doss
PATRICIA LEAH DOSS

July 23, 1984

Sworn to and subscribed before me on this 23rd day of July.

/s/ Peggy S. Metra
NOTARY PUBLIC

My commission expires: 7/21/84

KENNETH LEVITAN
Attorney for Husband
1204 17th Ave. South
Nashville, TN 37212

Attorney for Wife

It is ORDEREE, ADJUDGED and DECREED that all provisions of said Property Settlement Agreement are hereby approved and made the judgment of the Court.

The final costs of this cause will be paid by the complainant, for which execution may issue if necessary.

This the 30 day of July, 1984.

JAMES EVERETT, JUDGE

APPROVED FOR ENTRY:

KENNETH LEVITAN

Attorney for Complainant
1204 17th Ave. South
Nashville, Tennessee 37212
(615) 320-1533

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been mailed to the defendant, Patricia Leah Himmelberg (Doss), 2804 Belmont Blvd. Apt. 4, Nashville, TN 37212, on the 27 day of July, 1984.

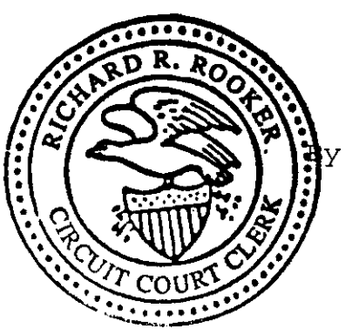
KENNETH LEVITAN
Attorney for Complainant

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 SEVENTH Circuit Court for Davidson County, Tennessee, on the 31 day of JULY , 1984 , in the Case Number 84D1572 between DOSS, PHILLIP EARL Plaintiff, and DOSS, PATRICIA LEAH Defendant, as same remains of record in 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 SEPTEMBER in the year two thousand six and in the 230th year of American Independence.

SEAL



RICHARD R. ROOKER, Clerk,

BY _____
Deputy Clerk