IN THE CHANCERY COURT FOR CHEATHAM COUNTY, TENNESSEE
AT ASHLAND CITY

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April 3, 2007
Pamela Jenkins, C&M
CHEATHAM

FILED: 3-1 2007 AT 2:15
PAMELA JENKINS, CLERK & MASTER

WILLIAM E. GREER,

Plaintiff,

vs. No. 12609

JODY LYNN GREER,

Defendant.

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FINAL DECREE

This cause came to be heard on the 12th day of January, 2007, before the Honorable Robert E. Burch, Chancellor of the Chancery Court for Cheatham County, Tennessee, on the original petition for absolute divorce filed by the Plaintiff, amended petition, answer, counter-petition and response to counter-petition filed by the parties, on stipulation of grounds for divorce pursuant to T.C.A. 36-4-129, and the Court finding it appropriate to declare the parties to be divorced, and on stipulation that the parties own certain real property, including two pieces of real property, one in Cheatham County and one in Davidson County, along with stipulation of debt on the property, and on proof heard by the Court of the marital debt, exhibits presented and from the record as a whole, it is, therefore, ORDERED, ADJUDGED AND DECREED:

1. That the parties shall be divorced pursuant to T.C.A. 36-4-129.

2. The Court finds that the parties jointly own the real property at 214 Eisenhower Drive, Ashland City, Tennessee. The Court further finds that there is a first mortgage on this property in the approximate amount of $97,000.00 owing to U.S. Bank and a second mortgage on this property in the approximate amount of $20,000.00 owing to SunTrust Bank.

Based on testimony at trial, the Court makes the following finding as to the second mortgage on the real property at 214 Eisenhower Drive, Ashland City, Tennessee. The Court finds that the second mortgage is in the approximate amount of $20,000.00 and that William Greer received $1,100.00 of this $20,000.00 following the separation of the parties and that Jody Greer received $18,900.00 for her living expenses after separation of the parties. The Court finds that following separation, William Greer was not responsible for providing funds to Jody Greer for living expenses and that Jody Greer should pay $18,900.00 of the second mortgage indebtedness on the property at 214 Eisenhower Drive, Ashland City, Tennessee.

The Court finds that the parties jointly own real property at 5903 Mackie Street, Nashville, Tennessee. On stipulation of the parties, the Court finds that the real property at 5903 Mackie Street, Nashville, Tennessee, was devised to William Greer and Jody Greer, equally, share and share alike, by the Last Will of Mamie Smith.

The Court will order these two pieces of real property sold. The parties are ordered to agree on a real estate agent and place the two pieces of real estate on the market for ninety (90) days. If the real estate does not sell within ninety (90) days from the entry of this Final Decree, the property shall be sold at auction, unless the parties agree that a ready buyer has been identified. The parties can agree to extend the 90 day period.

Pending sale of the property, each party is to pay one-half of the mortgage and/or equity line of credit.

On sale of the properties, the existing mortgages shall be paid, then expenses of sale, including a six (6%) percent commission to a real estate agent or auctioneer. The balance of the proceeds are to be paid to the parties in the following manner: William Greer shall receive

$18,900.00 of the proceeds first, then the parties shall divide the balance of the proceeds equally, one-half each.

3. The parties have debts which shall be divided as follows:

a. Discover Card bill in the approximate amount of $5,000.00. Each party shall be responsible for paying one-half of this Discovery Card balance.

b. William Greer shall pay $2,000.00 toward the approximate $10,000.00 indebtedness to U.S. Bank, and Jody Greer shall pay the balance of the bill in the approximate amount of $8,000.00.

c. Jody Greer will be responsible for the entire payment for the deficiency to U.S. Bank for the loan on the 2002 Ford Explorer.

4. The Husband shall be awarded all right, title and interest in and to his 1998 Ford Taurus automobile and shall be responsible for any and all indebtedness owing on said vehicle.

5. The Husband shall receive the Bombay chest and black entertainment center from the Wife. The parties have heretofore divided the remainder of their personal property and any property currently in the possession of either party, except as set forth above, shall become his or her sole and separate estate, free from any claims of the other.

6. That the Wife shall be restored to her previous name, Jody Lynn Smith.

7. Each party shall be responsible for his or her own attorney's fee in this matter.

8. Each party is to pay one-half of the costs of this cause, for which execution may issue, if necessary.

ENTERED this 1 day of February, 2007.

CHANCELLOR ROBERT E. BURCH

APPROVED FOR ENTRY:

CRAIG & DRAKE

/s/ Thomas J. Drake, Jr.

THOMAS J. DRAKE, JR., No. 13219
Attorney for Plaintiff
305 Fourteenth Avenue, North
Nashville, Tennessee 37203
(615) 320-5577

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been sent by United States Mail, postage prepaid, to W.A. Moody, Attorney for Defendant, 95 White Bridge Road, Suite 509, Nashville, Tennessee 37205 on this 17 day of January, 2007.

/s/ Thomas J. Drake, Jr.

THOMAS J. DRAKE, JR.