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1982 JUL 14 PM 1:34
D.C.

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

OLLIE LAVEAN HAYES)
)
VS.) NO. 81D-3836
)
DONALD RAY HAYES)

D.C.

DIVORCE DECREE

This cause came on to be heard before the Honorable Harry S. Lester, Judge, upon the petition of the complainant, seeking an absolute divorce, the answer of the defendant, and an order setting the case for trial, which came on for trial on this 17th day of June, 1982, at which time the plaintiff, Ollie L. Hayes, took the stand and stated to the Court that such irreconcilable differences had developed between them that it was impossible to longer cohabitate with the defendant and that she wanted a divorce, after which she presented a settlement agreement, signed by the parties, making a disposal of all their property and from which the Court concluded that the petitioner was entitled to an absolute divorce and, the property settlement agreement, signed and sworn to by the parties, was read and approved by the Court and granted the divorce to the petitioner, Ollie Lavean Hayes, and also approved the settlement agreement, which agreement, among other things, provided that the petitioner would pay the costs of this cause.

IT IS, THEREFORE, ACCORDINGLY ORDERED AND DECREED that the petitioner, Ollie Lavean Hayes, be, and she is hereby, granted an absolute divorce from the defendant, and that the settlement agreement be filed and made a part of the divorce decree.

Harry S. Lester
JUDGE

APPROVED FOR ENTRY:

Mark J. Fishburn
ATTORNEY FOR PETITIONER

Ris Ott Smith
ATTORNEY FOR DEFENDANT

PROPERTY SETTLEMENT AGREEMENT

FILED
JUL 12 PM 3:38
D.C.

THIS AGREEMENT is entered into between OLLIE LAVEAN HAYES and DONALD RAY HAYES, whose names appear sworn to below, in a divorce action which has been filed in the Second Circuit Court of Davidson County, Tennessee, Docket No. 81D-3836.

It is the decision of the parties to amicably settle their differences with respect to all property rights. They have already divided all personal property, with each party retaining the property now in their possession, and they agree they are satisfied as to the ownership of all such personal property.

The parties acknowledge that they own a house and lot located at 515 South 13th Street, Nashville, Davidson County, Tennessee. The parties will continue to own this property and it will be vested in the parties hereto as tenants in common after the entry of a Final Decree in this cause.

Husband will continue to occupy this property and assumes the responsibility for making all mortgage payments, taxes and insurance. Husband further agrees to be responsible for the maintenance of the property and agrees to maintain said property in at least a comparable condition to its present condition. Upon the sale of this property, the equity will be divided as follows: Husband to receive twenty-five (25%) percent; Wife and two children of the parties will each receive twenty-five (25%) per cent.

In the event of one or more of the parties death, then the surviving parties will divide equally the share of the deceased. In the event that Husband dies before the sale of the property, Wife and the two children of the parties will divide equally the equity from the sale of the property among the surviving parties.

Neither party will have the right to encumber the property with additional liens, but in the event such an encumbrance occurs, then the party encumbering the property shall have the amount of any encumbrance deducted from his share of equity to be received from the sale of the property.

The parties have already divided all household furniture and furnishings and each party agrees that they are satisfied with such distribution.

The parties acknowledge they do have some joint indebtedness, which is set forth herein. Wife will assume and pay the indebtedness to Woolco and Castner-Knott's and hold Husband harmless from same. Husband will pay all other debts, to include but not be limited to Sears, Western Auto, and all medical bills. Otherwise, each party will be responsible for his or her own debts and each party is aware of the debts for which he or she is responsible.

The parties own the following vehicles: Wife shall retain ownership of the 1978 Oldsmobile and will assume and pay the indebtedness thereon and hold Husband harmless from same. Husband will retain ownership of the 1975 GMC Truck and will assume and pay the indebtedness thereon and hold Wife harmless from same. Each party agrees to execute necessary documents to effect title transfer.

The parties have agreed that the Wife shall be responsible for all court costs incurred in this action.

This Agreement constitutes the full and complete understanding of the parties hereto relative to all matters of the division of all marital property and is executed on the day and date written below, and a copy of the same is being retained by each party.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Ollie LaVean Hayes
OLLIE LAVEAN HAYES

Sworn to and subscribed before me,
this 28th day of June, 1982.

Notary Public
NOTARY PUBLIC

My Commission Expires: 10/17/82

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Donald Hayes
DONALD RAY HAYES

Sworn to and subscribed before me,

this 28 day of June, 1982.

Ronald Smith
NOTARY PUBLIC

My Commission Expires: 4/17/83

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 SECOND Circuit Court for Davidson County, Tennessee, on the 14 day of JULY , 1982 , in the Case Number 81D3836 between HAYES, OLLIE LAVEAN Plaintiff, and HAYES, DONALD RAY 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 25 day of APRIL in the year two thousand eleven and in the 234th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

