New Owner: Edna Earle Boyd Belcher, 3008 Dobbs Avenue
Send tax bills to new owner
Parcel No.: 6DA-32812 Map Parcel No. -

This Instrument Was Prepared By
REAU E. FOLK, JR., Attorney
Stahlman Bldg., Nashville, Tenn.

IN THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE

Map 119-14
Par. 136 m.a.

EDNA EARLE BOYD BELCHER)
)
VS) Rule No. 45918
)
JOE C. BELCHER, JR.) MINUTE BOOK 6, PAGE 504

FINAL DECREE

This cause came on to be heard on this, the 19th day of October, 1965, before the Honorable Shelton Luton, Judge, holding the Probate Court for Davidson County, Tennessee, upon the original bill of Complainant, personal service upon the Defendant, the Answer of the Defendant, the testimony of witnesses held in open court, and upon the entire record, from all of which it appears to the satisfaction of the Court that the Defendant has been guilty of such cruel and inhuman treatment or conduct towards Complainant as renders cohabitation unsafe and improper for her to be under his dominion and control.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the Complainant, Edna Earle Boyd Belcher, be, and she hereby is, granted an absolute divorce from the Defendant, Joe C. Belcher, Jr.; and that the bonds of matrimony heretofore subsisting between Complainant and Defendant be, and they hereby are, forever and perpetually dissolved; and that Complainant be, and she hereby is, restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the property settlement agreement, which has been filed in this cause and which has been entered into by and between these parties, both of whom were represented by counsel be, and it hereby is,

in all things ratified and approved by the Court and is hereby incorporated in this decree by reference thereto.

The Defendant shall pay the costs of this cause, for which execution may issue if necessary.

(Signed) SHELTON LUTON,
Judge

APPROVED FOR ENTRY:

Reau E. Hall, Jr.
Solicitor for Complainant

/s/ Geo. P. Linebaugh, Jr.
Solicitor for Defendant

STATE OF TENNESSEE

I, ALF RUTHERFORD, Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a correct copy of divorce decree ~~transcript of the record and proceedings~~ *had in said Court in the case heretofore prosecuted and determined therein, between* Edna Earle Boyd Fletcher, *Plaintiff, and* Joe C. Belcher, Jr., *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 19th *day of* November *in the year one thousand nine hundred and* sixty five *and in the* 190th *year of American Independence.*

ALF RUTHERFORD, Clerk.

By Mildred Carter *D. C.*

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, certain difficulties have arisen between Joe C. Belcher, Jr., and wife, Edna Earle Boyd Belcher, hereinafter referred to as husband and wife, respectively, relative to their marital relations; and,

WHEREAS, the wife has expressed her intention to pursue an action against the husband for divorce, and hereby confirms such intention as a result of said difficulties; and,

WHEREAS, there appears no possibility of a reconciliation between the parties; and,

WHEREAS, the parties desire to settle all disputes as to their respective property rights, subject to the approval of, and ratification by, the Court, in the event the Court should see fit to grant a divorce in the cause now pending between the parties; and,

WHEREAS, each of the parties has had the benefit of legal counsel in arriving at this settlement;

NOW, THEREFORE, the parties agree as follows:

1. The husband shall retain title to a 1962 Oldsmobile sedan, now in his possession. He shall also be given possession of all his personal belongings and clothing left behind at the residence of the parties; and a Metropolitan Life Insurance Company policy on the life of the husband, Policy No. 14 008 562, dated December 1, 1941, in the amount of $1,250.00, on which the wife has herself paid the premiums since inception; and a Blue Cross hospitalization insurance policy, No. 7883 709372, in the name of the husband.

2. The wife shall have, for her sole and separate use, the home of the parties, located at 3008 Dobbs Avenue, Nashville, Tennessee, presently encumbered by a mortgage of less than $500.00, which the wife agrees to continue to pay in monthly installments. The husband agrees, if requested so to do, to convey to the wife all of his right, title and interest in and to the said home, which is described as follows:

> Land in Davidson County, Tennessee, being Lot No. 2 of Block "C" on the Map of Woodbine Courts, Part One, as of record in Book 1130, page 39, Register's Office for said County.
>
> Said Lot No. 2 fronts 75 feet on the easterly side of Dobbs Avenue and runs back between parallel lines 150 feet to a dead line.
>
> Being the same property conveyed to Joe C.Belcher, Jr., and wife, Edna Boyd Belcher, by deed from Mrs. J. D. Kitsos, a widow, of record in Book 1511, page 375, said Register's Office.

3. The wife shall have, for her sole and separate use, all of the household furniture, furnishings, silver and china, now located in the said home; a 1959 English Ford now in her possession; a savings account, already belonging to and in the name of the wife at the First American National Bank, Nashville, Tennessee; and four cemetery lots, identified as Lot No. 127-Grs. 1-2-3-4, Fountain View C, in Woodlawn Memorial Park, Nashville, Tennessee, by Indenture No. 8816, dated June 17, 1953, of Woodlawn Memorial Park of Nashville, Inc.

4. The husband shall pay the sum of Three Hundred Dollars ($300.00) to the wife's Solicitor of Record in said cause as his reasonable attorney's fee; and also the court costs in said cause.

5. Each of the parties shall, from time to time, at the request of the other party, execute, acknowledge and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this agreement.

6. A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality with which this agreement is made. The failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of strict compliance with other provisions herein.

7. If any provision contained in this agreement is held to be invalid or unenforceable by any court of competent jurisdiction, all other provisions shall nevertheless continue in full force and effect.

8. All the provisions of this agreement shall be binding upon the heirs, next of kin, executors and administrators of each party.

9. This agreement shall be construed in accordance with the laws of the State of Tennessee.

10. The provisions of this agreement and their legal effect have been fully explained to the parties by their respective counsel, and each party acknowledges that this agreement is fair and equitable, that it is being entered into voluntarily without any duress or undue influence. The wife acknowledges that she has

been furnished with all the information relating to the financial affairs of the husband which has been requested either by her or by her counsel.

11. If the Court in which the wife has brought her action for divorce against the husband approves and ratifies this agreement, this agreement may be incorporated within the decree of the Court. However, if no divorce is granted, the provisions of this agreement shall be null and void.

12. This agreement contains the entire understanding between the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto in the presence of witnesses in five counterparts, each of which shall constitute an original.

Joe C. Belcher, Jr.

Witnesses to Husband's Signature

10/4/65
Date

Solicitor for Husband

Edna Earle Boyd Belcher

Witnesses to Wife's Signature

10-4-65
Date

Solicitor for Wife

EDNA EARLE BOYD BELCHER

VS

JOE C. BELCHER, JR.

CERTIFIED COPY OF DECREE

STATE TAX $ 1.73
PROBATE .50
TOTAL $ 2.23

DEC 3 1965

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID DEC 3 - 1965
CT

FELIX Z. WISHART REGISTER
DAVIDSON COUNTY
STATE OF TENN.

DEC 3 2 18 PM '65

RECORDING FEE 1.10
DEP. REG.

BOOK 3965 PAGE 74

Filed Dec 3 1965

U 8 9 7 3

Filed Dec 3 1965

DOCUMENTARY .55 CENTS .55

LAW OFFICES
REAU E. FOLK, JR.
SUITE 112, STAHLMAN BUILDING
NASHVILLE, TENNESSEE 37201

Filed Reau Folk