FIDELITY AND LOAN ASSOCIATION OF NASHVILLE

INDIA SAVAGE BAGWELL	)	IN THE FOURTH CIRCUIT COURT
	)	
	)	FOR DAVIDSON COUNTY, TENNESSEE
V.	)	Map 60-8
	)	Par. 22.1
	)	
ARNOLD Q. BAGWELL	)	NO. 51709

JUN23'68 MISC A* 6.00 * 6.00

D E C R E E

This cause came on to be heard this 25 day of March, 1968, before the Honorable Benson Trimble, Judge, on the original bill of the complainant, answer of the defendant, property settlement agreement of the parties, oral testimony of witnesses heard in open Court, and the entire record;

From all of which it appears to the Court that the matters and things alleged in the original bill are true, and that the defendant has abandoned complainant and failed and neglected to provide for her.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony uniting complainant and defendant be, and the same are, hereby forever and perpetually dissolved, and the complainant is hereby restored to all the rights and privileges of an unmarried person.

And it further appearing to the Court that the parties hereto have entered into a Property Settlement Agreement, which is in words and figures as follows:

"PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 13th day of November, 1967, by and between Arnold Q. Bagwell, First Party, and India Savage Bagwell, Second Party, both of Nashville, Tennessee;

W I T N E S S E T H :

WHEREAS, the parties hereto are husband and wife, but because of unhappy differences are living separate and apart; and,

WHEREAS, Second Party has heretofore filed a suit for absolute divorce against First Party in the Circuit Court for Davidson County, Tennessee, Rule No. 51709; and,

WHEREAS, the Parties desire to settle their property rights without a judicial determination thereof.

NOW, THEREFORE, in consideration of the premises, the Parties hereto agree as follows:

(1) First Party will pay to Second Party the sum of Five Hundred Dollars ($500.00), and by proper Bill of Sale will transfer to her all right, title, and interest he may have in the furniture and furnishings of the Parties located in their residence at 3006 Hillside Road, Davidson County, Tennessee.

(2) Second Party will transfer and convey unto First Party all her right, title, and interest in and to said parcel of real estate known as 3006 Hillside Road, Davidson County, Tennessee, and more particularly described in Second Party's Original Bill for Divorce.

(3) First Party will pay to Second Party the sum of Twenty-five Dollars ($25.00) per week for the support of the two minor children of the Parties. It is understood and agreed, however, that the sum so fixed by the Parties for child support is subject to the approval of the Court, and likewise such future action as the Court may take with reference thereto.

(4) Upon the execution and delivery of the sum of money and documents mentioned in Items 1 and 2 hereof, First Party shall be relieved and released from all marital obligations, including, but not limited to, alimony, support, maintenance, and attorney's fees.

WITNESS our hands the day and date first above written.

S/ Arnold Q. Bagwell
FIRST PARTY

S/ India Savage Bagwell
SECOND PARTY"

And it further appearing to the Court that it is right and proper and in the best interest of the minor children of the parties that their care and custody be committed to the complainant with the right of the defendant to see and be with them as hereinafter specified.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court:

(1) That the Property Settlement Agreement of the parties as to their real and personal property is hereby approved.

All right title and interest of the complainant, India Savage Bagwell, in and to the parcel of real estate as hereinafter described is hereby divsted out of her and vested in defendant, Arnold Q. Bagwell, to be his absolutely. Said real property is described as follows:

> Being land in Davidson County, Tennessee and described as follows:
>
> Being the southerly 100 feet ofthe northerly 200 feet of the easterly 200 feet of Lot No. 4 on the Plan of E. A. Lindsley's Subdivision, as of record in Book 547, page 144, Register's Office for said County.
>
> Said part of Lot No. 4 fronts 100 feet on the westerly side of Hillside Road and extends back between parallel lines 200 feet to a dead line.
>
> Being the same property conveyed to Arnold Q. Bagwell and wife, India Lou Bagwell, by deed from Grover J. Henderson, George E. Henderson, et ux, by deed of record in Book 3838, pages 952-955, said Register's Office for Davidson County, Tennessee.

All right title and interest of the defendant, Arnold Q. Bagwell, in and to the furniture and furnishings of the parties located in said residence is hereby divested out of him and vested in complainant as provided in said Property Settlement Agreement.

(2) That the defendant, Arnold Q. Bagwell, will pay to the Clerk of this Court one-half (1/2) of all sums of money which hereafter come into his hands up to the sum of $26.50 per week for the support and maintenance of said minor children, which said sum, less commission, shall be paid by the Clerk to the complainant.

(3) That the care and custody of the minor children of the parties, William Herbert Bagwell and Timothy Wayne Bagwell, is hereby committed to the complainant. The defendant shall have the right to have the care and custody of said William H. Bagwell every other weekend from noon on Saturday until 6 p.m. on Sunday. The defendant shall have the care and custody of Timothy Wayne Bagwell every other weekend on Saturday or Sunday from 12 o'clock noon until 6 p.m.

This matter shall be retained in Court for further orders concerning the support, care, and custody of said minor children.

The costs of this cause are taxed against the defendant, and execution will issue, if necessary, to enforce the collection of all sums set out herein.

APPROVED FOR ENTRY:

Solicitor for Complainant

Solicitor for Defendant

JUDGE

A 45249
IDENTIF. REFERENCE
JUN 23 10 33 AM '69
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

MB/57/p187 #51709 3-25-68

STATE OF TENNESSEE

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a* ~~correct~~ true copy *transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Lydia Savage Bagwell *Plaintiff, and* Arnold R. Bagwell *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* 19 *day of* June *in the year one thousand nine hundred and* 69 *and in the* 193rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By H. Ezell, *D. C.*