IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Map 26-9
Par. 44
PW

EDITH GWEN MEADOR,

Complainant

VS. NO. 62009

LLOYD BROOKS MEADOR,

Defendant MISC A* 10.00 * 10.00

FINAL DECREE

This cause came on to be heard this 2nd day of August, 1971, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original Petition for Absolute Divorce, the personal service upon defendant, the Answer of the defendant, the Order transferring the cause from the contested to the uncontested docket, upon the testimony of the complainant in open Court, corroborating testimony of witnesses, and further upon the submission of a Property Settlement Agreement entered intofby and between the parties, and finally upon the statement of counsel for both parties, the Court was of the opinion that the complainant should be awarded an absolute divorce from the defendant, upon the grounds of cruel and inhuman treatment and failure to provide and further that the terms of the Property Settlement Agreement entered into by and between the parties be approved and incorporated in this Final Decree.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Complainant, Edith Gwen Meador, be awarded an absolute divorce from defendant, Lloyd Brooks Meador, and that complainant therefore be restored with all the rights and privileges of an unmarried person, and that therefore the bonds of matrimony here existing between these parties be perpetually dissolved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the property settlement agreement, hereinafter stated in its entirety, be and the same is hereby approved as an Order of the Court.

PROPERTY SETTLEMENT AGREEMENT

This agreement is made and entered into by and between EDITH GWEN MEADOR, hereinafter referred to as the party of the first part, and LLOYD BROOKS MEADOR, hereinafter referred to as party of the second part, both parties being citizens and residents of Davidson County, Tennessee.

WITNESSETH:

WHEREAS, certain irreconcilable differences and disputes have arisen between the parties resulting in their separation and living apart, it being the intention of each of them to live apart for and during the remainder of their natural lives; and,

WHEREAS, the party of the first part has sought the advice of counsel in regard to filing a bill seeking an absolute divorce from the party of the second part, and in fact has filed an original bill in the Fourth Circuit Court of Davidson County, Tennessee, the same being Rule No. 62009; and,

WHEREAS, in the event a decree of divorce is granted in the contemplated divorce action, the parties hereto desire to settle all matters relating to custody rights, alimony, distribution of personal property, and distribution of real property, and,

WHEREAS, the parties are familiar with the entire holdings of each other, and their financial condition,

NOW, THEREFORE, the parties for mutual consideration as hereinafter stated, mutual covenants and in consideration for the premises as set out heretofore, and in further consideration of $10.00 and other valuable considerations, cash in hand paid, receipt of which is acknowledged, the parties have agreed as follows, subject to the approval of this Honorable Court with regard to all provisions as they relate to all matters aforesaid;

1. It now appearing that the youngest child of the parties, namely Donald Lloyd Meador, has for all intents and purposes achieved his majority and is for all other intents and purposes emancipated and responsible unto himself, that therefore no child support is applicable and therefore no child support due and owing from the party of the second part to the party of the first part.

2. It is agreed by and between the parties that the party of the second part shall owe at no future time any amount of alimony to the party of the first part.

3. It is agreed by and between the parties that the home located at 444 Moss Trail Road, Goodlettsville, Tennessee, which has heretofore been owned as tenants by the entireties by the parties to this cause, that the property aforementioned become the property of the party of the first part and that therefore all right, title and interest of the party of the second part is divested from him and all right, title and interest in said property is now vested in the party of the first part. It is further understood and agreed between the parties that the small mortgage owing on this property shall upon the final hearing of this cause become the sole responsibility of the party of the first part.

4. It is further agreed by and between the parties that all of the household goods, furniture and furnishings of the parties located at 444 Moss Trail Road in Goodlettsville, Tennessee now become the sole property of the party of the first part and that therefore all right, title and interest to said personal property be divested from him and invested in the party of the first part. It is further understood and agreed between the parties however that the only exceptions to the vesting of the household goods and furniture and furnishings are that of a bed, chest of drawers, certain guns, tools, tiller and other personal belongings of the party of the second part, which either have been or will be delivered to the party of the second part.

5. It is further agreed that the party of the second part agrees to give and otherwise convey to the party of the first part any and all interest in the 1968 Caprice automobile and that therefore all right, title and interest in said vehicle be divested from the party of the second part and vested in the party of the first part. It is further agreed that the party of the second part will deliver and otherwise transfer the registration to the party of the first part and that the remaining payments on said vehicle shall become the sole responsibility of the party of the first part.

6. It is further agreed by and between the parties that the approximate 60 acres of farm land located in Sumner County, Tennessee, shall be the sole and separate property of the party of the second part and that therefore any and all right, title and interest in said land in Sumner County, Tennessee shall be divested from the party of the first part and all right, title and interest in said property shall be vested in the party of the second part. It is understood and agreed between the parties that any and all money owing by way of mortgage or mortgages on said property shall become the sole obligation of the party of the second part.

7. The party of the second part agrees to pay directly and in one lump sum the sum of $250.00 directly to the Solicitor of Record for the party of the first part.

It is agreed by and between the parties that this Property Settlement Agreement is the entire agreement and the party of the first part irrevocably releases any and all claims which she may have in regard to further alimony and agrees that she will make no further future demands upon the party of the second part other than those hereinabove set forth, and specifically no indebtedness of a personal nature, and that the party of the first part will assume full responsibility for her separate and personal bills.

It is agreed by and between the parties that if this Property Settlement Agreement is approved by this Honorable Court, it will be copied verbatim in the final divorce decree.

IN WITNESS WHEREOF, the parties have hereunto set their signatures this the 28th day of May, 1971.

s/Edith Gwen Meador

s/Lloyd Brooks Meador

s/Donald D. Hildebrand
Solicitor for Complainant

s/Jack A. Butler
Solicitor for Defendant

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Complainant shall be responsible for the recording of the property heretofore owned by the parties as tenants by the entireties, and now all right, title and interest being awarded to Complainant, said property being located at 444 Moss Trail Road in Goodlettsville, Davidson County, Tennessee, and legally described as follows:

Land in Davidson County, Tennessee, being Lot No. 36 on the plan of Goodlettsville Heights, Section No. 2, as of record in Book 1424, pages 120 and 121, Register's Office for said County.
Said Lot No. 36 fronts 100 feet on the westerly side of Moss Trail Road and runs back between parallel lines, 350 feet to a dead line.
Being part of the property conveyed to Arthur Wilkins and wife, Edna Wilkins, by deed from W. C. Moncrief & Company, Inc., of record in Book 1764, page 235, said Register's Office.

Being the property conveyed to Lloyd Meador and wife, Edith G. Meador, of record in Book No. 1786, page 376, Register's Office of Davidson County, Tennessee.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the property located in Sumner County, Tennessee, heretofore owned by the parties as tenants by the entireties, and which now by terms of the property settlement agreement all right, title and interest of the complainant is invested in the defendant, the defendant shall assume the responsibility of making such proper recording in the proper recorder's office, said property consisting of approximately sixty acres of farmland in Sumner County, Tennessee, and from which the legal description is stated as follows:

Tract No. 1:
Land lying on the waters of Trammel Creek in the Twelfth Civil District of Sumner County, Tennessee, and bounded as follows:
Beginning at a stone in a hollow near Willie Doss Corner; thence north 68 2/3 E. 59 3/5 poles to a stone; thence N. 23° E. 23 1/4 poles to a beech; thence N. 20 1/2° E. 29 1/4 poles to a beech; thence N. 24° E. 14 1/4 poles to a hornbeam; thence N. 30 E. 25 poles to a stone near the public road; thence S. 63 1/2° W. 40 poles to a gum; thence S.80 1/2° W. 42 poles to a stone; thence S. 69° W. 5 poles to a stone on Gregory's line; thence with it S. 5 1/2° W. 22 1/2 poles to a black walnut; thence S. 78 1/2° W. 15 4/5 poles to a stone on S. G. Meador's line; thence with his line south passing his corner at 15 1/2 poles, in all 61 1/2 poles to the beginning, containing 41 acres be the same more or less.

Also written with pencil on the original deed between the lines of the above description (but not included in the above description) appears the following:

thence south 12 feet to Willie Doss corner; thence east 59 3/5 poles to hornbeam Willie Doss corner; thence north 12 feet to stone Meador's corner - cash paid in hand this 28th day of October, 1926 - $10.00.

Being the same property conveyed to G. S. Meador from W. B. Foster and wife, Mary H. Foster and George Ann Braswell by deed dated January 14, 1910, and of record in Deed Book 172, page 297, Register's Office, Sumner County, Tennessee.

Tract No. 2:
A certain tract or parcel of land in the Twelfth Civil District of Sumner County, Tennessee, as follows:

Beginning at a stone center Pleasant Grove Road and Willie Doss line; thence northward with Pleasant Grove Road 65 poles 27 links to W. H. Burnley's line; thence southward with said Burnley's line 10 1/2 poles to a stone; thence eastward with said Burnley's line 31 poles and 22 links to a stone in G. S. Meador's line; thence south 51 1/2 poles to a stone in Doss' line; thence westward with Doss' line 62 poles to the beginning, containing 16 acres, more or less. Same being the entire 1/4 in the S. G. Meador's land belonging to or heired by G. S. Meador.

Being the same property conveyed to G. S. Meador from C. W. Meador and wife, Patrichia Meador; D. L. Meador and wife, Bessie Meador; and Robert Lafon and wife, Clara Meador Lafon; by deed dated January 5, 1935 and of record in Deed Book 172, page 299, Register's Office Sumner County, Tennessee.

The said G. S. Meador died intestate December 23, 1966 leaving as his sole surviving heirs, a son, Lloyd B. Meador, and a daughter, Lena Meador Coley, and his second wife, Dona Lee Meador, his first wife having predeceased him. By agreement dated February 17, 1968, Dona Lee Meador was granted a life estate in the lands herein conveyed as her Homestead and Dower. The said Dona Lee Meador died in 1968.

The same tracts 1 and 2 heretofore described having been conveyed by Warranty Deed from Lena M. Coley and husband, John Coley, to Lloyd B. Meador and wife, Edith G. Meador, of record in Deed Book 269 at page 199, Register's Office of Sumner County, Tennessee.

Defendant shall pay the cost of this cause, for which let execution issue, if necessary.

JUDGE

APPROVED FOR ENTRY:

Donald D. Hildebrand,
Solicitor for Complainant

Jack Butler,
Solicitor for Defendant

FILED FOR RECORD
AUG 18 11 28 AM '71
FELIX E. ... REGISTER
DAVIDSON COUNTY, TENN.

IDENTIF. REFERENCE

3 2 7 3 2 7

I certify that a copy of this Final Decree has been forwarded this 3rd day of August, 1971, to Jack Butler, Solicitor for Defendant.

I hereby certify that the foregoing is a true copy of original instrument filed in my office this 18 day Aug. 19 71
C... ...KER, Clerk
By ... Deputy Clerk