BOOK 4579 PAGE 273

1-13-72
730/1275

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

Map 148-3
Par. 121

CLIFFORD M. WOOTEN)
Complainant and Cross Defendant)
)
VS) #63650 M.P.
)
CAROL ANN WOOTEN)
Defendant and Cross Complainant)

FINAL DECREE

This cause came on to be heard before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee on the 11th day of January, 1972, upon the original bill filed by the complainant and cross defendant, answer and cross-bill filed by the defendant and cross complainant, the answer to the cross bill filed by the cross defendant, testimony of the cross complainant and witnesses in open court, argument of counsel, and the entire record herein, from all of which the Court is of the opinion that the allegations contained in the cross complainant's cross bill are fully sustained, that is, the cross defendant is guilty of such cruel and inhuman treatment or conduct towards her as renders further cohabitation unsafe and improper for her to remain under his dominion and control.

It is therefore, ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore subsisting between the parties be, and they are hereby dissolved, and the cross complainant is granted an absolute divorce from the cross defendant and restored to all the rights of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court that the Property Settlement Agreement entered into by and between the parties be and it hereby is approved in all respects and same is copied verbatim herein and attached hereto:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this the 11th day

of January, 1972, by and between CAROL ANN WOOTEN, hereinafter referred to as "Wife" and CLIFFORD M. WOOTEN, hereinafter referred to as "Husband", both of the City of Nashville, State of Tennessee.

WITNESSETH:

WHEREAS, the parties hereto have encountered marital difficulties which are apparently irreconcilable; and

WHEREAS, the parties hereto are mutually desirous of adjusting certain property rights between themselves;

NOW THEREFORE, for good and sufficient considerations, the parties hereto mutually agree as follows:

(1) Husband will convey unto Wife all of his right, title and interest whatsoever to the personal property located at the residence of the parties hereto at 140 Luna Drive, Nashville, Tennessee;

(2) Wife will convey all her right, title and interest to all personal property in the possession of the Husband to the Husband;

(3) Wife agrees that in consideration for the herein conveyed property by Husband she shall make no claim for alimony or attorneys fees;

(4) Husband agrees to pay the sum of Fifty-Five ($55.00) Dollars per child per month to Wife as child support for each child of the parties which amount shall be reduced prorata as such child becomes emancipated;

Husband shall have the right to visit with the children at reasonable times and places upon the giving of twenty-four (24) hour notice prior to such visitation if such is to be an overnight visit;

(5) Husband agrees to pay one half of the kindergarden tuition for the parties minor children as well as the insurance on the 1970 Ford stationwagon until the present car note is paid in full. Husband conveys all of his right, title and interest to Wife and will sign all papers necessary to effect such transfer;

Wife agrees to pay the monthly note due on such car and shall hold Husband harmless for such indebtedness;

(6) Husband agrees to convey all his right, title and interest to the real estate owned by the parties to Wife and to execute all documents necessary to effect said transfer. Wife agrees to hold Husband harmless for any amount which may become due and owing related to such property.

(7) Both Husband and Wife agree to keep in full force and effect all hospitalization and life insurance which are to the benefit of the children and the Husband agrees to be liable for fifty (50%) percent of all doctor, dental and other medical expenses over and above the insurance coverage provided by the policies of both Husband and Wife; and Wife pays ordinary medical and dental expenses

out of child support money.

(8) Wife agrees that Husband will be able to claim three of the minor children as a deduction on his Federal Income Tax Return;

(9) Both parties agree that the sole and only purpose of this Agreement being the mutual desire of the parties to make advantageous disposition of their jointly owned personalty and to make suitable and adequate provision for the payment of any amount to the Wife and child support for the children.

IN WITNESS WHEREOF, the parties hereto set their hands on the day and date first above written, each retaining a copy hereof, the receipt of which is hereby acknowledged.

S/S Carol Ann Wooten
CAROL ANN WOOTEN, Wife

WITNESS:

S/S Walter S. Clark, Jr.

S/S Clifford M. Wooten
CLIFFORD M. WOOTEN, Husband

WITNESS:

S/S James Patrick Nichol

It is further ORDERED, ADJUDGED and DECREED by the Court that the child support payments of FIFTY FIVE DOLLARS ($55.00) per child, or a total of TWO HUNDRED SEVENTY FIVE DOLLARS ($275.00) per month be made directly to the cross complainant by the cross defendant beginning on February 1, 1972, and to continue on the same day of each month pending the further orders of the Court.

It is further ORDERED, ADJUDGED and DECREED by the Court that all right, title and interest the cross defendant has in the real property belonging to the parties located at 140 Luna Drive, Nashville, Davidson County, Tennessee, be divested out of him and be vested in the cross complainant in accordance with paragraph (6) of said Property Settlement Agreement. Complete description of said real property is as follows:

Land in Davidson County, Tennessee, being Lot No. 610, Cherokee Hills, Section VI, of record in Book 3842, Page 15, Register's Office for said County.

Said Lot No. 610 fronts 75 feet along the northerly margin of Luna Drive, thence back between lines, measuring 202.3 feet on the westerly line and 184.5 feet on the easterly line, to a line in the rear measuring 77.2 feet thereon.

Being the same property conveyed to Clifford Marion Wooten and wife, Carol H. Wooten, by deed from Banner Construction Company, of record in Book 4127, Page 303, Register's Office for Davidson County, Tennessee

The cross defendant will pay the cost of this cause, for all of which execution may issue, if necessary.

JUDGE

APPROVED FOR ENTRY:

Walter S. Clark, Jr.
Solicitor for Cross Complainant

James Patrick Nichol
Solicitor for Complainant and
Cross Defendant

CERTIFICATE

This certifies that I mailed a copy of the foregoing Final Decree to James Patrick Nichol, Solicitor for Clifford M. Wooten, to his office located Parkway Towers, James Robertson Parkway, Nashville Tennessee, this 12th day of January, 1972.

WALTER S. CLARK, JR.

B 4 9 7 8 3

T

IDENTIF. REFERENCE

BOOK 4579 PAGE 277

FEB 25 3 02 PH '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

FEB25 MISC A* 10.00 * 10.00

63650 73C/1275

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 transcript~~ TRUE COPY *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* CLIFFORD M. WOOTEN *Plaintiff, and* CAROL ANN WOOTEN *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* 18th *day of* FEBRUARY *in the year one thousand nine hundred and* 72 *and in the* 196th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*