75B/871

BOOK 4614 PAGE 972

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

MAY 19th, 1972.

73-7
104
PW

JUANITA MILLER)
)
VS)
)
JOSEPH C. MILLER)

NO. 63350

Recorded in MINUTE BOOK 75-B, PAGE 871

FINAL DECREE

This cause came on to be heard before the Honorable Benson Trimble, Judge, on the 21st day of March 1972, upon the original bill filed by complainant, pro confesso duly entered, upon interrogatories submitted subsequently by permission of the Court, and statement of counsel that a property settlement agreement had been entered into, from all of which the Court finds that the facts charged in the bill are true; that is, 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 bonds of matrimony heretofore existing and subsisting between the complainant, JUANITA MILLER, and the defendant, JOSEPH C. MILLER, be, and the same are, hereby forever and perpetually dissolved, and the complainant is hereby granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is FURTHER ORDERED by the Court that the custody and control of the minor children is hereby given to complainant and support for the children is ordered to be set as fixed in the Property Settlement Agreement copied herein.

It is FURTHER ORDERED by the Court that the Property Settlement Agreement heretofore entered into between the parties is hereby

approved by the Court and is set forth herein ver batim as follows:

"1. That the custody and control of the minor children shall be with and remain in the wife with the other parent having unlimited visitation privileges. However, the parties recognize that these children may live with their father upon request and upon proper notification to the mother, and provided further, in the event a child desires to transfer from one parent to the other, he will remain with that parent for at least a period of six months. The husband agrees to pay $75.00 per month per child but in the event any of the children should live with the father as provided above or becomes self-supporting, then this support payment shall decrease or cease as the case may be.

2. Husband agrees to make house payments on the home of the parties and to permit wife to live therein as long as any of the minor children reside with her. In the event that wife should remarry, or the last residing child in the home should reach twenty-one (21) years of age, then the husband will be obligated no longer to make any payments to provide a rent-free home for the wife. The wife agrees to transfer by deed or by court decree her interest in the home to the husband within a reasonable time after the execution of this agreement.

3. All right, title and interest to the household goods and furnishings shall be divested out of husband and vested in wife as her sole property except for certain articles that wife may select to let her husband have upon his request.

4. Husband agrees to assume and pay all the debts and loans now owed by the parties except for one personal loan with Commerce Union Bank which wife agrees to pay and which is in her name. Husband shall have all cash or checking account in First American National Bank and Third National Bank and wife shall have all cash and checking account in Commerce Union Bank. All stocks, bonds and other negotiable instruments shall belong to husband.

5. Each party shall have their personal effects and belongings free and clear of any claim of the other.

6. The parties agree that this agreement shall constitute satisfaction in full to complainant of any claims she might have for alimony and/or support.

7. This agreement is not intended to and does not have any bearing upon either party's right to a divorce and is not to be construed as an agreement for either party to obtain a divorce, the parties recognizing that the prerogative of granting a divorce rests in the sound discretion of the court."

It is FURTHER ORDERED that all right, title and interest in and to the following described real estate is hereby divested out of complainant and vested in defendant as his sole and absolute property:

> Being Lot No. 298 on the Plan of Sunset View, Section IV, of record in Book 2854, page 63, Register's Office for said County.
>
> Said Lot No. 298 fronts 100 feet on the northwesterly side of Melbourne Drive and runs back 250 feet on the northeasterly line and 227.1 feet on the southwesterly line to a dead line in the rear on which it measures 117.87 feet.
>
> Being the same property conveyed to Joseph Cicero Miller and wife, Juanita Miller, by deed from Alvin K. Garfinkel, Jerald V. Peiser and Eugene S, Peiser, of record in Book 3130, page 289, Register's Office for Davidson County, Tennessee.

Costs are adjudged against the defendant for which execution may issue if necessary.

This _____ day of _____ 1972.

JUDGE

APPROVED FOR ENTRY:

Al Philip Sadler

Solicitor for Complainant

I hereby certify that a copy of the foregoing has been mailed to Walter Clark, Jr., attorney for defendant, this 24 day of April 1972.

Al Philip Sadler

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IDENTIF. REFERENCE

JUN 29 3 52 PM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

JUN 29	MISC		A*	8.00	*	8.00

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* copy of divorce decree *proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Juanita Miller, *Plaintiff, and* Joseph C. Miller, *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* 29th *day of* June *in the year one thousand nine hundred and* seventy-two *and in the* 195th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Mildred Carter, *D. C.*