Map No. 41-10
PAR. No. 12

BOOK 4652 PAGE 700

IN THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE

DOYLE NEALY FORD

NOV-6 72 MISC A* 10.00 * 10.00

-vs-

NO. 57338

ROBBIE BROWN FORD

IDENTIF. REFERENCE

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.
Nov 6 9 50 AM '72

B 8 2 8 4 5

FINAL DECREE

This cause came on to be heard on the 30th day of October, 1972 before the Honorable Shelton Luton, Judge, upon the entire record in the cause, witnesses examined in open court, the deposition of Dr. Hans J. Vorbusch, the property settlement agreement of the parties tendered to the Court and statement of counsel. From all of which it appears that the allegations of the original bill are true; that the plaintiff is entitled to an absolute divorce from the defendant. It is therefore

ORDERED, ADJUDGED AND DECREED that plaintiff is granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED AND DECREED that the absolute care, custody and control of the minor child of the parties, to-wit: Jeffrey Neal Ford, is awarded to the plaintiff, Doyle Nealy Ford.

It is further ORDERED, ADJUDGED AND DECREED that the property settlement agreement tendered to the Court is hereby ratified and affirmed in all respects, and is made a part of this decree by inclusion of the same, as follows:

IN THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE

DOYLE NEALY FORD, Plaintiff	]	
-vs-	]	NO. 57338
ROBBIE BROWN FORD, Defendant	]	

PROPERTY SETTLEMENT AGREEMENT

This agreement made by and between DOYLE NEALY FORD, hereinafter referred to as Husband, and Robbie Brown Ford, hereinafter referred to as Wife.

W I T N E S S E T H:

WHEREAS, the parties herein have a bill for absolute divorce pending which was filed by Husband on October 9, 1969 and has now been set for trial in October 1972, and

WHEREAS, the Wife has been a patient at Central State Psychiatric Hospital for the past three years but now has improved in health to the extent that her physician feels she is competent to testify in the divorce action and to assume some type of work which would be self supporting, and

WHEREAS, the parties desire to make some kind of property settlement agreement between themselves which would be fair and proper to both and at the same time give Wife some protection in the event of future illness or mental problems.

NOW, IN CONSIDERATION OF THE PREMISES and the mutual advantage to both parties, it is hereby agreed as follows:

(1) The real property owned by the parties located at 1332 Chessive Drive, in Nashville, shall be conveyed to Wife.

(2) Husband will take whatever steps are necessary to remove the present tenants from the house.

(3) The present mortgage lien against the real property shall be assumed by Husband and paid by him so long as Wife resides in the house and does not rent it out to others. If the house is rented by Wife to others and she does not reside therein, the mortgage payments during the renting period will be paid by Wife out of rental receipts. However, it is understood and agreed by the parties that Wife may take in others to live with her at any time or under any circumstances and whatever rents or payments she receives from others under these circumstances shall not be obligated for the payment of the mortgage payments. The Husband will still be bound to make these. The only event under which the Husband would be relieved of any of the mortgage payments would be if Wife was not residing in the house, but renting the entire property out, or in the event Wife's parents come to live with her in the house, or in the event Wife marries. The agreement as to the Husband making the mortgage payments is being made expressly so that Wife will have some income by sharing the use of the house with others. It being understood by the parties that Wife will have a hard time financially for a while.

(4) Husband will transfer to Wife all ownership in the household furniture, furnishings and effects owned by the parties.

(5) Husband will save Wife harmless to Central State Psychiatric Hospital for any and all of Wife's liability to that hospital up to January 1, 1973.

(6) Husband will pay to Wife the sum of $350.00 within thirty days of the granting of a divorce to give her a fund with which to start out.

(7) Husband will pay the court costs of this cause, court reporter charges, fees of the guardian ad litem and all other expenses in connection with this divorce action.

(8) Husband will pay to Eugene Jackson, solicitor for Wife, the sum of $750.00 attorneys fees.

The parties hereto have agreed, pursuant to advice of counsel, on this property settlement agreement, and they understand that it is to be effective and binding upon both of them upon the date the divorce is granted in this cause.

Robbie Ford
WIFE

Eugene Jackson
Attorney for Wife

Gayle Ford
HUSBAND

William A. Freeman
Attorney for Husband

John R. Reynolds
Guardian ad Litem

WITNESS

WITNESS

Pursuant to said property settlement agreement, it is hereby ORDERED, ADJUDGED AND DECREED that all of plaintiff's right, title and interest in and to the following described real property:

> Land in Davidson County, Tennessee, being Lot No. 451, on the Plan of Bellshire Estates, Section B, of record in Book 2331, page 128, Register's Office for said County.
>
> Said Lot No. 451 fronts 131 ft. on the northerly side of Cheshire Drive and extends back 359.9 ft. on the easterly line and 226.1 ft. on the westerly line, to a dead line, on which it measures 197 ft.
>
> Being the same property conveyed to Doyle Nealy Ford and wife, Robbie Brown Ford, by deed from Gaines and Gregory Construction Company, Inc., of record in Book 2803, page 507, R.O.D.C., Tennessee.

is divested out of him and vested in the defendant, Robbie Brown Ford, in full fee simple ownership.

Pursuant to said property settlement agreement, it is hereby ORDERED, ADJUDGED AND DECREED that plaintiff shall pay the defendant the sum of $350.00; shall pay the sum of $750.00 to Eugene Jackson, as his attorneys fees; shall pay the sum of $150.00 to John R. Reynolds, guardian ad litem appointed by the Court, together with the costs of this cause, for all of which execution may issue.

Stella Luton
JUDGE

APPROVED:

William L. Farmer
Attorney for Plaintiff

Eugene Jackson
Attorney for Defendant

John R. Reynolds
Guardian ad Litem

I hereby certify that this is a true copy of original instrument filed in my office this 3rd day of Nov. 1972
GEORGE L. ROOKER Clerk
By M. Carter
Deputy Clerk

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of this pleading has been served upon counsel for all parties at interest in this cause by delivering a true copy of said pleadings to the offices of said counsel or placing a true copy of said pleading in the United States mail addressed to said counsel.

This the 30 day of Oct 1972.

Eugene Jackson