EDNA MAI PATTON FITZGERALD] IN THE SECOND CIRCUIT COURT

VS.] DAVIDSON COUNTY, TENNESSEE

MELVIN FITZGERALD] No. 69490

FINAL DECREE

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This cause came on to be heard on this 30th day of May, 1973, before the Honorable John Uhlian, Judge of the Second Circuit Court of Davidson County, Tennessee, upon a Petition for Absolute Divorce heretofore filed by the complainant and the answer thereto filed by the defendant. At the hearing of the cause it was announced by the attorney for the defendant that the answer had been withdrawn and that the same was to be heard on an uncontested basis.

After having heard testimony of witnesses in open Court, statement of counsel and from the entire record of the cause, the Court was of the opinion that the petition was well taken; that is to say, that the defendant had been guilty of such cruel and inhuman treatment and conduct towards the complainant as to render 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 complainant, Edna Mai Patton Fitzgerald, is awarded an absolute divorce from the defendant, Melvin Fitzgerald, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved and the complainant is restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED AND DECREED by the Court that the Property Settlement Agreement together with the Amendment thereto, as set out below, is hereby accepted by the Court and made a portion of this decree.

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, MELVIN FITZGERALD, hereinafter called "husband", and EDNA MAI PATTON FITZGERALD, hereinafter called "wife", are married, but have experienced marital difficulties and,

WHEREAS, there is pending in the Circuit Court for Davidson County, Tennessee a petition for absolute divorce filed by the husband against the wife, being file #65968, and

WHEREAS, husband and wife desire to settle their property matters subject, however, to the approval of the Court, which Property Settlement Agreement, upon approval of the Court, would become a part of any final decree entered in this cause,

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. All right, title and interest to real estate and a house located at 705 North Fifth Street, Nashville, Davidson County, Tennessee, will be vested in the husband. The wife hereby agrees, and the final decree will provide, that the wife will execute the necessary deed at the time of the final decree to vest all right, title and interest in the above listed property to the husband.

2. All right, title and interest to real estate and a house located thereon at 605 North Fifth Street, Nashville, Davidson County, Tennessee, will be vested in the wife. The husband hereby agrees, and the final decree will provide, that the husband will execute the necessary deed at the time of the final decree to vest all right, title and interest in the above listed property to the wife. The wife agrees to assume and pay all mortgages, taxes, interest and other expenses accruing to said property located at 605 North Fifth Street.

3. Wife will receive the following household furnishings: From the living room, a piano, a sofa and two chairs; from the dining room, a credenza and a picture; from the kitchen, a table and four chairs; and one bedroom suite.

4. Wife shall have full title to the 1966 Mustang automobile and the husband agrees to execute any documents necessary to transfer said title.

5. It is agreed by the parties that each of the parties shall be responsible for and pay separately their individual legal counsel's fees.

6. Husband shall pay the court costs in this matter.

7. The parties have had the benefit of, or the opportunity for the benefit of, legal counsel in this matter and each has entered into this Property Settlement Agreement willingly. This Property Settlement Agreement is a full and complete settlement and release by each party of the other of all marital rights including, but not limited to, alimony, homestead, dower, curtesy and rights of survivorship and otherwise, and the only rights or claims which the parties have against one another are those that are set forth in this Property Settlement Agreement. All other marital rights, except those set forth in this Property Settlement Agreement, are extinguished upon the approval of this Property Settlement Agreement by the Court.

The parties have signed this Property Settlement Agreement on this the 10th day of May, 1973.

/s/ Edna Mai Patton Fitzgerald
/s/ Melvin Fitzgerald

AMENDMENT TO PROPERTY SETTLEMENT AGREEMENT

The following amendment attached to the original Property Settlement Agreement in this cause is added as numbered paragraph eight (8) hereto:

8. Husband shall pay to wife the sum of Five Thousand ($5,000.00) Dollars in cash for which she shall relinquish her property right as set out in paragraph number one (1) to the real estate and house located at 705 North Fifth Street, Nashville, Davidson County, Tennessee.

The parties have signed this amendment to the original Property Settlement Agreement on this 10th day of May, 1973.

/s/ Edna Mai Patton Fitzgerald
/s/ Melvin Fitzgerald

It is, therefore, ORDERED by the Court that all right, title and interest that the complainant have in and to the property owned by the parties at 705 North Fifth Street, Nashville, Davidson County, Tennessee, and more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 2 on the Plan of Arrington Heights, Sec. III, as of record in Book 3300, page 99, Register's Office for said County, as follows:

BEGINNING at a concrete monument in the east margin of North 5th Street opposite a turn into North Fifth Court; thence with the margin of said Street, northerly 75 feet to a corner of Lot No. 1; thence with the line between Lots 1 and 2, easterly 90 feet to a corner of Lot No. 3; thence with the line between lots 2 and 3, southerly 86.27 feet to the northerly margin of North Fifth Court; thence with the margin of the same, westerly 10.11 feet; westerly 40.42 feet; westerly 16.91 feet to the beginning of a curve; thence around said curve, northwesterly 39.3 feet to the point of beginning.

Being the property conveyed to Melvin Fitzgerald and wife, Edna Mai Fitzgerald, by deed from H. & W. Builders, Inc., as of record in Book 3571, page 23, said Register's Office.

This conveyance is made subject to restrictions filed for record March 22, 1962, in Book 3368, page 23, and in Book 3507, page 347, filed for record March 1, 1963, said Register's Office.

be and the same is hereby divested out of the complainant and vested in the defendant in fee.

It is further ORDERED by the Court that all right, title and interest the defendant have in and to the property owned by the parties located at 605 North Fifth Street, Nashville, Davidson County, Tennessee, and more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 17 on the Plan of Arrington Heights, Section III, as of record in Book 3300, page 99, Register's Office for said County. Said Lot No. 17 fronts 54 feet on the east side of North Fifth Street, and extends back 196.17 feet on the Southerly line and 211.52 feet on the northerly line to the westerly right of way line of the L. & N. Railroad, on which it measures 56.14 feet.
>
> Being the same property conveyed to Melvin Fitzgerald and wife, Edna Mai Fitzgerald, by deed from Fred C. Fielder and wife, Vivian Johnson Fielder, as of record in Book 4418, page 502, R. O. D. C. Tennessee.

be and the same is hereby divested out of the defendant and vested in the complainant in fee.

It is further ORDERED by the Court that all right, title and interest the defendant have in and to the following pieces of furniture, to wit: a piano, a sofa and two chairs from the livingroom, a credenza and picture from the diningroom, a table and four chairs from the kitchen and one bedroom suite, be and the same is hereby divested out of the defendant and vested in the complainant in fee.

It is further ORDERED by the Court that all right, title and interest the defendant have in and to the 1966 Mustang automobile be divested out of the defendant and vested in the complainant in fee; the defendant to execute any and all necessary documents for the purpose of transfering said title.

It is further ORDERED by the Court that the defendant will pay to the complainant the sum of $5,000.00 in cash, for which execution may issue, if necessary.

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

JUDGE

APPROVED FOR ENTRY:

_____ Atty. for Complainant

26th June 1973.

William L. Small Atty. for Defendant

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Maid
Edna M. Fitzgerald
1387 9th St
Nash - Tenn
37206

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IDENTIF. REFERENCE

JUL 27 3 02 PM '73

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

JUL 27 MISC A* 10.00 * 10.00

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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* Edna Mae Patton Fitzgerald *Plaintiff, and* Melvin Fitzgerald *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* 27th *day of* July *in the year one thousand nine hundred and* Seventy Three *and in the* 198th *year of American Independence.*

GEORGE L. ROOKER *Clerk.*

By O. Kelly Rooker *D. C.*