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BOOK 4752 PAGE 962

IN THE SIXTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

135-9
1pw

JOHN CARESS DODSON	)	
	)	
VS.	)	NO. 69814
	)	
ROSIE LEE PARRISH DODSON	)	

FINAL DECREE

This cause came on to be heard on this the 29th day of August, 1973, before the Honorable James L. Swiggart, Judge of the Sixth Circuit Court of Davidson County, Tennessee, upon the Original Complaint, Answer and Cross-Complaint, Answer to the Cross-Complaint, Amended and Supplemental Answer and Cross-Complaint, testimony of witnesses in open Court, argument of counsel and the entire record, from all of which the Court finds that the allegations contained in the Cross-Complaint and Amended and Supplemental Cross-Complaint are sustained by the proof in that the original complainant and cross-defendant has been guilty of such cruel and inhuman treatment or conduct towards the cross-complainant as renders cohabitation unsafe and improper for her to longer live with and be under his dominion and control. The Court further finds that the allegations of the Original Complaint are not sustained by the proof.

It is, therefore, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting between the cross-complainant and cross-defendant be, and the same are hereby, forever and perpetually dissolved and for nothing held, and that the cross-complainant, Rosie Lee Parrish Dodson, is granted an absolute divorce from the cross-defendant, John Caress Dodson, and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED AND DECREED by the Court that the Original Complaint be, and the same is hereby, dismissed.

It is further ORDERED, ADJUDGED AND DECREED by the Court that the cross-complainant may resume her name used prior to said marriage, Rosie Lee Parrish.

It further appears to the Court that the parties have heretofore entered into a property settlement agreement, which property settlement agreement the Court is of the opinion is fair and equitable and should be and is, therefore, approved by the Court and is hereby made an Order of this Court. Said property settlement agreement is as follows:

"AGREEMENT

This agreement made and entered into at Nashville, Tennessee on this the 8 day of August, 1973, by and between John Caress Dodson hereinafter called the husband and Rosie Lee Parrish Dodson hereinafter called the wife.

WITNESSETH:

Whereas, the parties are man and wife and the husband has filed suit for divorce in the Sixth Circuit Court of Davidson County, Tennessee under Rule No. 69814 and wife has filed an answer and cross-complaint and the differences are such between the parties as a reconciliation is impossible and desiring to settle their property rights subject to the approval of the Court, the parties have agreed as follows:

1. The wife shall receive an uncontested divorce based upon sufficient evidence placed before the Court and at the Court's discretion.

2. The wife is to have the house and lot owned by the parties at Sparta, Tennessee and she will pay the balance owing thereon.

3. The wife is to receive the household furniture and contents located at 2000 Forges Drive, Nashville, Tennessee.

4. The wife will receive the homeplace of the parties at 2000 Forges Drive, Nashville, Tennessee and will pay the balance owing thereon, to be hers absolute and in fee simple.

5. The husband shall retain the Cadillac automobile in his name.

6. The husband shall have the boat, motor and trailer and any savings accounts.

7. The husband shall retain his oil paintings and the wife shall turn these items over to him.

8. Each party agrees to be responsible for their own attorney's fees, relative to this divorce action.

9. Each party shall retain their own personal property and effects such as jewelry, clothing and other similar items.

Both parties understand this agreement is subject to the approval of the Court in the event a divorce is granted to either party. However, in the event a divorce is not granted to either party or the parties reconcile, this agreement shall be of no force and effect. If approved by the Court, this agreement is a full, final and complete settlement of the property rights of the parties and the same may be incorporated in the final decree of divorce. Further, this agreement is entered into without any collusion between the parties but solely of their own free will and accord.

/s/ Rosie Lee Parrish Dodson
Wife-Rosie Lee Parrish Dodson

/s/ Lewis B. Hollabaugh
Witness

/s/ John C. Dodson
Husband-John Caress Dodson

/s/ Muriel Robinson
"

The real estate in Sparta, Tennessee, referred to in the property settlement agreement is to be the sole property of

Rosie Lee Parrish Dodson, and the cross-defendant, John Caress Dodson, is divested of any and all interest he may have in the same. Said property is described as follows:

> Situated in the Town of Sparta on the West side of Love Street, beginning on a stake, Henry Horn's northeast corner, and running with his line westwardly to Leo Rodger's line, a stake; thence northwardly with Leo Rodger's line 63 feet to a stake; thence eastwardly, on a line parallel to the South line thereof, to a stake in the West boundary line of Love Street; thence southwardly with the right-of-way line of Love Street 63 feet to the beginning.
>
> Being the same property acquired by Rosie M. Dodson from Henry Young, et al, as of record in Book 135, Page 696, Register's Office of White County, Tennessee; and being also the same property in which a tenancy by the entireties was conveyed to John C. Dodson by Rosie M. Dodson of record in Book 135, Page 700, Register's Office of White County, Tennessee.

It is further ORDERED, ADJUDGED AND DECREED that the real property located at 2000 Forges Drive, Nashville, Tennessee, mentioned in the property settlement agreement is to be the sole property of the cross-complainant, Rosie Lee Parrish Dodson, and the cross-defendant, John Caress Dodson, is hereby divested of any and all interest in the same. Said property is described as follows:

> Being Lot No. 10 on the Plan of Una Manor, Section 2, as of record in Book 2900, Page 95.
>
> Said Lot No. 10 fronts 124.5 feet on the northerly margin of Forges Drive and runs back between lines, 253 feet on the easterly side and 253.4 feet on the westerly side, to a dead line in the rear on which it measures 106.0 feet.
>
> Being the same property conveyed to John C. Dodson and Rosie Marsh Dodson by deed from Charles Haynes and wife, Edith H. Haynes, as of record in Book 4314, Page 207, Register's Office for Davidson County, Tennessee.

It is further ORDERED, ADJUDGED AND DECREED by the Court that the costs of this cause be, and the same are hereby, taxed to the cross-defendant, for which let execution issue, if necessary.

/s/ James M. Sanders

JUDGE

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APPROVED FOR ENTRY:

MANIER, CROUCH, WHITE & HEROD

BY: Lewis Holloway
Attorneys for Rosie Lee
Parrish Dodson

IDENTIF. REFERENCE

OCT 5 1 53 PM '73

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

This is to certify that a copy of this Final Decree has been mailed to Muriel Robinson, Attorney for John C. Dodson, 213 Third Avenue, North, Nashville, Tennessee 37201, this the 30th day of August, 1973.

Lewis Holloway

OCT-5 MISC A* 10.00 * 10.00

SIXTH CIRCUIT COURT
MINUTE BOOK 12C, PAGE 1285

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 the Final Decree entered ~~transcript of the record and proceedings had~~ *in said Court in the case heretofore prosecuted and determined therein, between* John Caress Dodson *Plaintiff, and* Rosie Lee Parrish Dodson *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* 5th *day of* October *in the year one thousand nine hundred and* seventy-three *and in the* 198th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Garrett Tassell, D. C.