ENTERED MARCH 28, 1974, MINUTE BOOK 87-A, PAGE 231

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SHIRLEY WELCH DENTON	)	BOOK 4810 PAGE 874
	)	
Complainant	)	
	)	
	)	
-VS-	)	NO. 71795
	)	95-10
	)	32 pw
JOHN MORRIS DENTON, JR.	)	
	)	
Defendant	)	

D E C R E E

APR 30 MISC A* 12.00 * 12.00

This cause came on for a final hearing on this 25th day of March, 1974, before the Honorable Benson Trimble, Judge, upon Complainant's petition for an absolute divorce, personal service upon the Defendant and the answer of the Defendant, then an agreed order withdrawing Defendant's answer and transferring the case to the non-contested docket. Upon the testimony of the Complainant and her two witnesses in open Court, along with the statements of counsel for the Complainant, the Court finds Complainant's petition is well taken and should be granted.

The Court further approves the Settlement Agreement entered into by the parties, as evidenced by their signatures thereto, which is as follows:

SETTLEMENT AGREEMENT

This Agreement made and entered into this the 23 day of January, 1974, by and between SHIRLEY WELCH DENTON hereinafter referred to as Wife, and JOHN MORRIS DENTON, JR., hereinafter referred to as Husband:

W I T N E S S E T H

WHEREAS, irreconcilable differences have arisen between the parties, and the wife has filed suit for divorce against the husband, under Rule No. 71795, in

the Fourth Circuit Court of Davidson County, Tennessee, and the Husband has filed an answer to the petition of the Wife, and

WHEREAS, the parties are desirous of settling all controversies in said Court concerning alimony, child support and division of property;

NOW, THEREFORE, the parties agree to the following division of their property and support arrangements, subject, of course, to the final approval of this Honorable Court:

1. Custody of the parties' two minor children, Bryan Gregory Denton and Stacey Annette Denton, shall remain with the Wife, with leave granted to the Husband for visitations.

2. The Husband will continue to pay to the Clerk of the Court the sum of Fifty and No/100 Dollars each week, (subject to the increase of $17.50 on the second week of each month as set out in Paragraph 15 hereof), as called for in the Agreed Order entered in this cause on November 7, 1973, for the maintenance and support of the two minor children of the parties, namely, Bryan Gregory Denton and Stacey Annette Denton.

3. The parties acknowledge that the question of custody of the minor children and their support is a matter over which the Court will retain jurisdiction and may be changed or adjusted by the Court upon proper application.

4. The Husband agrees that by Final Decree, in the cause now pending in the Fourth Circuit Court of Davidson County, Tennessee, under Rule No. 71795, captioned, Shirley Welch Denton, -vs- John Morris Denton, Jr., all of the Husband's right, title and interest, in the hereinafter described real estate shall be divested out of the Husband and vested in the Wife, in fee simple, subject to the present encumbrances thereon. The real estate being described as follows:

> Land in Davidson County, Tennessee, being Lot No. 193 on the Plan of Elm Hill Acres, Section IV, as of record in Book 2331, page 118, Register's Office for said County.
>
> SAID Lot No. 193 fronts 70 feet on the northeasterly side of Sanborn Drive and extends back 281.7 feet, more or less on the northwesterly line, passing a witness line at 203.7 feet and 255.5 feet, more or less on the southeasterly line,

passing a witness line at 205.5 feet, to the center of Sims Branch, measuring 72 feet, more or less along said center of Sims Branch and measuring 70 feet along the witness line.

BEING the same property conveyed to John Morris Denton, Jr., and wife, Shirley W. Denton by deed from C. M. M. P. S. Co., Inc., dated March 19, 1968, and recorded in Book 4222, page 569, Register's Office of Davidson County, Tennessee.

5. All furniture and personal property located in said residence shall become the sole and absolute property of the Wife.

6. The Husband will pay the medical bills of the parties' minor children, including but not limited to the balance of the bill at the Children's Clinic in Donelson, Tennessee, in the approximate amount of $185.00 and a $38.50 bill at Baptist Hospital.

7. The Husband will pay and keep current the joint note of the parties at First American Bank of Nashville, Tennessee, in the amount of $42.86 per month.

8. The Husband shall retain sole and absolute possession and ownership of his 1973 Datsun truck, and, in addition thereto, he will keep current the note thereon at First American National Bank, which is also signed by the Wife, and the Husband agrees to hold the Wife harmless from any claim against her or of her having to pay any money by virtue of his failure to make his payments on said note.

9. The Wife will be responsible for paying the notes on the real property, hereinabove set out.

10. The Wife shall retain sole and absolute possession and ownership of her 1971 Ford Mustang automobile and be responsible for the payments thereon.

11. The parties are registered owners of a certain number of shares of stock in the American Telephone & Telegraph Company, which were purchased by the Wife through her work. The Wife will receive and the Husband does hereby agree to sign over to the Wife all his right, title and interest in said shares of stock which will become the absolute property of the wife.

12. The parties also own a number of United States Savings bonds; some registered to the individual parties to this Agreement, some jointly registered to both parties and some registered in the Husband's name for the use and benefit

of the parties' children. The Wife will receive and the Husband agrees to sign over to the Wife all of the United States Savings bonds registered in the individual name of the Husband and jointly in the name of the Husband and Wife. Any bond registered in the Husband's name for the use and benefit of the parties' children will be signed over and registered in the Wife's name for the use and benefit of the children.

13. The Husband agrees and shall pay the wife's Attorney, Robert L. Dozier, a fee in the amount of Two Hundred Fifty ($250.00) Dollars.

14. The parties own two (2) cemetery lots at Woodlawn Cemetery which shall be signed over and transferred to the Wife.

15. The parties own a policy of insurance, designated as a family policy, under which the entire family is insured for a monthly premium of $17.50. Ownership of the policy shall pass to the Wife.

The minor children of the parties shall be designated as beneficiaries under that portion of the policy insuring the Husband's life. The Husband agrees that on the second (2nd) week of each month he will pay to the Clerk of the Court, in addition to the Fifty ($50.00) Dollars child support for that week as set out in Paragraph 2 of this Agreement, the sum of Seventeen and 50/100 ($17.50) Dollars, (making the payments for that week a total of Sixty-seven and 50/100 ($67.50) Dollars, and the Wife will maintain and pay the family insurance policy.

16. The Husband shall be taxed with the Court cost in the divorce case hereinabove referred to.

17. The Husband and Wife agree to execute any and all documents necessary to carry out and accomplish the intent and purpose of this Agreement and to do all things necessary to accomplish the purposes thereof.

18. The parties agree that this shall constitute a full, final and complete settlement and division of their property, and, unless set out in this Agreement, each waives any and all claim for relief respecting the property rights of the other in the divorce case now pending between the parties.

IN WITNESS WHEREOF the parties have hereunto set their hands to this Agreement the day and date first abovementioned.

S/Robert L. Dozier
Robert L. Dozier, Attorney for Wife

S/Shirley Welch Denton
Shirley Welch Denton, Wife

S/William J. Faimon
William J. Faimon, Attorney for Husband

S/John M. Denton, Jr.
John Morris Denton, Jr., Husband

It is therefore ORDERED, ADJUDGED and DECREED that Complainant, Shirley Welch Denton, be and the same is hereby awarded an absolute divorce from the Defendant, John Morris Denton, Jr., on the grounds that the Defendant has been guilty of such cruel and inhuman treatment or conduct towards her as to render cohabitation unsafe and improper for her to be under his dominion and control.

It is further ORDERED, ADJUDGED and DECREED that custody of the parties' two minor children, Bryan Gregory Denton and Stacey Annette Denton, is awarded to the Complainant, with leave granted to the Defendant for visitations, and the Defendant is hereby ORDERED to continue paying the sum of $50.00 each week to the Clerk of this Court for the support and maintenance of the children and to pay an additional $17.50 on the second week of each month to the Clerk for the purpose of allowing Complainant to pay the insurance premiums, as set out in Paragraph 15 of the Settlement Agreement.

It is further ORDERED, ADJUDGED and DECREED that all of the right, title and interest of John Morris Denton, Jr., in and to the real property described in the original petition and the Settlement Agreement, as hereinabove set out, and known as 2106 Sanborn Drive, Nashville, Davidson County, Tennessee, is divested out of the said Defendant and vested in the Complainant, Shirley Welch Denton, in fee simple, subject to the present encumbrances.

It is further ORDERED, ADJUDGED and DECREED that the remaining provisions of the Settlement Agreement, entered into by the parties and approved by the Court and set out hereinabove, is hereby adopted by the Court, and the terms and provisions thereof are now made the order of this Court.

The costs of this cause are taxed against the Defendant for which execution may issue.

S/BENSON TRIMBLE

JUDGE

APPROVED FOR ENTRY:

S/ROBERT L. DOZIER

Robert L. Dozier, Attorney
for Complainant

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.
APR 30 2 58 PM '74
IDENTIF. REFERENCE
C5 2 2 5 6

I certify that a true and correct copy of this Decree has been mailed to Mr. William J. Faimon, attorney for the Defendant, at his office at 200 Court Square Building, 300 James Robertson Parkway, Nashville, Tennessee 37201, this 27th day of March, 1974.

S/ROBERT L. DOZIER

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 of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* SHIRLEY WELCH DENTON *Plaintiff, and* JOHN MORRIS DENTON, JR. *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* 30th. *day of* APRIL *in the year one thousand nine hundred and* SEVENTY-FOUR *and in the* 198th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By June Smith, *D. C.*

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