2-22-73
24A/437

EARL CARROLL DARNELL) IN THE PROBATE COURT OF
)
VS.) DAVIDSON COUNTY, TENNESSEE
)
RUBBY FRANCES DARNELL)
) 119-10 P. 152
) Docket No. 67398 119-13 P. 139
179
BOOK 4823 PAGE 11 pw

D E C R E E

This matter came on to be heard on this the 20th day of February, 1973 before the Honorable Shelton Luton, Judge of the Probate Court of Davidson County, Tennessee upon the original and amended petition heretofore filed, pro confesso entered, testimony of witnesses in open Court from all of which the Court is satisfied that the plaintiff, Earl Carroll Darnell, has made out his bill as alleged on cruel and inhuman treatment by the defendant which renders cohabitation improper and unsafe and adultery upon the part of the defendant. The Court further finds that all the property both real and personal should be divested from the defendant and reinvested in the plaintiff as has been set forth in the property settlement agreement which the parties have heretofore entered into and said agreement to be made a part of this Decree:

PROPERTY SETTLEMENT AGREEMENT

NOW THEREFORE, for and in consideration of the premises and agreements hereinafter set out by and between Earl C. Darnell hereinafter referred to as party of the first part; and Ruby Frances Darnell, hereinafter referred to as party of the second part, have this date entered into the following property settlement agreement; and

WHEREAS, party of the first part has this date filed a suit for absolute divorce against party of the second part in the Davidson County Domestic Court as a result of misconduct on the part of the said party of the second part; and

WHEREAS, party of the second part does not desire to enter into any contest of said allegations as a result of this proceeding hereby instituted, it has been agreed as follows:

NOW THEREFORE, for and in consideration heretofore made and hereinafter made, party of the second part agrees that at the date of the granting of an absolute divorce to the parties, then and at that time, party of the second part will transfer over to the party of the first part all of her rights, title and interest in their jointly held property.

AND FURTHERMORE, for and in consideration heretofore made and hereinafter made, party of the second part agrees that at the date of the granting of an absolute divorce to the parties, then and at that time, party of the second part will transfer over to the party of the first part all rights, title and interest in their jointly held real estate.

Party of the first part agrees to give possession to party of the second part of all of her personal property including such things as personal clothings, etc.

Signed this the 22nd day of September, 1972.

/s/ Earl C. Darnell
Party of the First Part

/s/ Ruby Frances Darnell
Party of the Second Part

Sworn to and subscribed before me on this the 22nd day of September, 1972.

/s/ Donna C. Randolph
Notary Public

My Commission Expires: 8-12-74

IT IS THEREFORE ORDERED ADJUDGED AND DECREED THAT the bonds of matrimony heretofore subsisting by and between the parties be and the same are hereby forever and perpetually enjoined, and that the complainant have all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the rights, title and interest in the following three parcels of real estate described as follows: JUN-7 MISC A* 6.00 * 6.00

1. Being Lot No. 11, on the Plan of Hidden Acres Subdivision as of record in Book 1130, Page 89, Register's Office for Davidson County.

   Said Lot No. 11 fronts 75 feet on the east side of Hartford Drive and runs back between parallel lines 150 feet to a dead lin

2. Being Lot No. 79 on the Map of College Heights, as of record in Book 332, Page 19, Register's Office for said County.

   Said Lots No. 79 fronts 50 feet on the southerly side of Morton Street and runs back between parallel lines 169 feet to an alley.

3. Said property being Lot No. 45 in the Map of College Heights, as of record in Book 332, page 19, Register's Office for said County.

   Said Lot No. 45 fronts 50 feet on the south side of Timmons Stree and runs back between parallel lines 169 feet to an alley,

be and the same is hereby divested from the defendant and reinvested in the complainant.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that all the title and interest which the defendant has in other personal property of the parties located in the residence at 2726 Hartford Drive be and the same is hereby divested from the defendant and reinvested in the complainant.

The cost of this matter is taxed against the defendant for which execution may issue if necessary.

Signed this the 22nd day of February, 1973.

Shelton Lee
JUDGE

APPROVED FOR ENTRY:

Charles C. Morrow
Attorney for Complainant

CERTIFICATE

I hereby certify that a copy of this decree has been mailed to the defendan at her last known address of 1456 Apt. 202, West 101 Street, Cleveland, O

Signed this the 20 day of February, 1973.

Charles C. Morrow
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IDENTIF. REFERENCE

JUN 7 1 32 PM '74

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

BOOK 4823 PAGE 13

Dick Clark
420 Lattimore Blvd.
Nashville, Tenn.

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* EARL CARROLL DARNELL *Plaintiff, and* RUBBY FRANCES DARNELL *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* 7th. *day of* JUNE *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.*

MINUTE BOOK 24a Page 437