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Map 43-6
Par 163

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DELORES JEAN BRYAN SHOEMAKE)
)
)
-v-) NO. 73296
)
)
KENNETH DOUGLAS SHOEMAKE)

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

FINAL DECREE

This cause came on to be heard this 26th day of July, 1974, before the Honorable Benson Trimble, Judge of the 4th Circuit Court for Davidson County, Tennessee, upon the original Complaint, Answer of the Defendant, agreement by the parties that the case be tried on the non-contested docket, testimony of Plaintiff and her witnesses sworn and examined in open court, agreement signed by the parties as to property settlement, and statement of counsel from all of which the court finds the Defendant guilty of such cruel and inhuman treatment as to render further co-habitation unsafe and improper;

It is therefore accordingly ORDERED, ADJUDGED, and DECREED that the Plaintiff, Delores Jean Bryan Shoemake, be granted an absolute divorce from the Defendant, Kenneth Douglas Shoemake, and restored to all the rights and privileges of an unmarried person.

It further appearing to the court that the parties in this cause have executed an Agreement for custody of the parties' minor children, property settlement, attorney's fees, etc. which Agreement was admitted in evidence as an exhibit to the Complainant's testimony, who requested the same be approved by the court and made enforceable by the court, said Agreement provides as follows:

AGREEMENT

This agreement entered into this _____ day of _____, 1974, by and between DELORES JEAN BRYAN SHOEMAKE,

hereinafter referred to as the Wife, and KENNETH DOUGLAS SHOEMAKE, hereinafter referred to as the Husband;

WITNESSETH:

WHEREAS, the parties are now married each to the other and the wife has instituted in the Circuit Court for Davidson County, Tennessee, a suit for divorce against the husband, same being Rule Number 73296 on the records of said Court; and

WHEREAS, it is apparent that reconcilation of the parties is impossible; and

WHEREAS, the parties agree that it would be to their mutual interest to agree and determine certain matters pertaining to property rights, both real and personal, alimony, etc. in the event a divorce is granted in this cause, it is therefore agreed by and between the parties as follows:

1. The wife shall have the care, custody and control of the parties' minor children, Sharon Galye Shoemake, Larry Douglas Shoemake, and Barry Steven Shoemake, with reasonable visitation rights to the husband. The husband shall pay to the wife $50.00 per week child support payments.

2. That the wife shall have all household furniture, furnishings, and appliances.

3. The husband shall have the 1971 Chevrolet automobile.

4. The parties home located at 574 Anderson Lane, Madison, Tennessee, shall be divested out of the husband and vested solely, absolutely, and exclusively in the said Delores Jean Bryan Shoemake. The said Delores Jean Bryan Shoemake agrees to pay to the husband 1/2 of the difference between the balance of the mortgage and $23,500.00. The wife assumes the mortgage payments on said house.

5. The husband and wife shall each pay 1/2 the amount of their remaining debts, with the husband's share to be paid

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out of the amount he receives from the wife as his share on the home.

6. The husband shall pay the wife's attorney, J. K. Woodard, the sum of $300.00 for representing her in this matter.

7. The husband shall pay all costs of this cause.

8. The parties hereby further agree that this property settlement agreement may be made a part of the final decree and incorporated therein in the event a divorce is granted in this cause.

9. Both husband and wife shall sign any papers necessary to title the property, hereinabove mentioned, according to the intent of this Agreement.

It is understood and agreed that this is a full, final and complete settlement of the parties' property.

IN WITNESS WHEREOF, the parties have set their hands this day and date first above written.

/s/ Delores Jean Bryan Shoemake
DELORES JEAN BRYAN SHOEMAKE

/s/ Kenneth Douglas Shoemake
KENNETH DOUGLAS SHOEMAKE

And it appearing that said agreement is fair and equitable, it is according ORDERED, ADJUDGED, and DECREED that said Agreement is approved and that it is made a part of this decree and is accordingly made enforceable by this court.

It further appearing to the court that the amount as set out in Item 4 of said Agreement has been paid to the Defendant it is accordingly ORDERED, ADJUDGED, and DECREED that all right, title, and interest of the said Kenneth Douglas Shoemake in and to the property located at 574 Anderson Lane, Madison, Tennessee, be divested out of him and the title to said property be vested solely, absolutely, and exclusively in the said Delores Jean Bryan Shoemake in fee simple, subject to the mortgage on said house. Said property

being described as follows:

Land in Davidson County, Tennessee, being Lot No. 19 on the Plan of Madison Park, Section 3, as of record in Book 3500, page 104, Register's Office for Davidson County, Tennessee.

Said Lot No. 19 fronts 76.0 feet on the southerly margin of Anderson Lane and extends back 147.02 feet on the easterly line and 149.78 feet on the westerly line to a line in the rear measuring 76.05 feet thereon.

Being the same property conveyed to Kenneth D. Shoemake and wife, Jean Shoemake, by deed from Francis M. Jenkins of record in Book 4513, page 625, Register's Office for Davidson County, Tennessee.

It is further ORDERED, ADJUDGED, and DECREED that care, custody and control of the parties' minor children be awarded to the Plaintiff with reasonable vistation rights to the Defendant. The Defendant shall pay to the Plaintiff $50.00 per week child support.

It is further ORDERED, ADJUDGED, and DECREED that the Defendant pay to the Plaintiff's attorney the sum of $300.00 as his reasonable attorney's fees for representing her in this cause for which execution may issue if necessary.

Costs of this cause are to be assessed against the Defendant for which execution may issue, if necessary.

Enter this 15th day of August, 1974.

JUDGE

Approved for Entry:

J. K. Woodard
Attorney for Plaintiff

John J. Hollins
Attorney for Defendant

Mail J. K. Woodcock atty
330 Gallatin Rd. S.
Madison, Tenn 37115

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IDENTIF. REFERENCE

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FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

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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* Debra Jean Bryan Shoemake *Plaintiff, and* Kenneth Douglas Shoemake *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* 9th *day of* October *in the year one thousand nine hundred and* Seventy Four *and in the* 199 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddings, *D. C.*