9-16-74 .95-C 964 Map 133-6 Par 127, 9C

BOOK 4861 PAGE 609

IN THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE

WILMA EUGENIA BARCLAY TEAGUE)
)
VS.) NO. 67532
)
VERNON WARE TEAGUE)

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

FINAL DECREE

This cause came on to be heard on the 5th day of September, 1974, before the Honorable Shelton Luton, Judge of the Probate Court of Davidson County, Tennessee, upon the original bill, the answer duly filed, proof heard by the Court from witnesses, statement of counsel, and upon the entire record. From all of which the Court is of the opinion and finds the defendant has been guilty of wilfully failing to provide and guilty of such cruel and inhuman treatment toward complainant as renders it unsafe and improper for her to further live and cohabitate with him. The Court further approves the Property Settlement Agreement entered into by and between the parties which reads as follows:

OCT 17 MISC A* 8.00 * 8.00

WILMA EUGENIA BARCLAY TEAGUE) In The Probate Court of Davidson
) County, Tennessee
VS.)
) No. 67532
VERNON WARE TEAGUE)

PROPERTY SETTLEMENT AGREEMENT

This agreement made and entered into by and between WILMA EUGENIA BARCLAY TEAGUE, hereinafter referred to as "wife," and VERNON WARE TEAGUE, hereinafter referred to as "husband," both residents of Nashville, Tennessee.

WITNESSETH:

WHEREAS, the parties hereto have been married for approximately thirty six years and there were children born to this marriage, now all over eighteen years of age,

WHEREAS, certain differences and difficulties have arisen between the parties and the wife has instituted a domestic proceeding in the Probate Court of Davidson County, Tennessee, Rule No. 67532, and they have no expectation of resuming their marital relationship; and,

WHEREAS the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their mutual relationship in an amicable and mutually acceptable manner, and,

WHEREAS, the parties desire to enter this agreement and desire that it be incorporated as a part of any final decree of divorce that may be hereinafter entered in the Probate Court of Davidson County, Tennessee, or any other Court having appropriate jurisdiction of the parties.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth, and for other considerations good and valuable, the parties agree as follows:

1. It is agreed that the wife shall have sole and exclusive ownership of the house and lot and all the household furnishings therein, more particularly described as follows:

> Land in Davidson County, Tennessee, described as follows, to wit:
>
> Being Lot No. 11 on the Plan of Patterson Gardens, as of record in Book 2083, page 114, Register's Office for said County.
>
> Said Lot 11 fronts 60 feet on the easterly side of Sabre Drive and runs back 182 feet on the northerly line and 152.4 feet on the southerly line, to a dead line in the rear, which is a broken line, measuring 61.75 feet thereon.
>
> Being part of the property conveyed to Realty Brokerage, Inc., by deed from William P. Shwab, Jr., and wife, of record in Book 2341, page 563, said Register's Office.
>
> The above described property is being conveyed subject to restrictions of record in Book 2300, page 443, and Book 2442, page 445, said Register's Office, presently

held by the parties as tenants by the entirety to become the sole and exclusive property of the wife. Wife assumes the responsibility and obligation of making mortgage payments, taxes, insurance, repairs, and all other obligations pursuant to said property.

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

It is agreed that the husband will vacate the house and secure his own living quarters within seven (7) days after the execution of this Agreement.

2. * * * *

3. It is agreed that wife will sign over jointly held NLT Stock Certificates to the husband. (24 Shares)

It is further understood and agreed by and between the parties that this property settlement is entered into without any undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated, and that the parties hereto have been represented by their respective attorneys in connection with the negotiation and preparation of this agreement. The provisions in this agreement and their legal effect have been fully explained to each of the parties and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily.

This instrument executed in duplicate on the date or dates below.

s/ WILMA EUGENIA BARCLAY TEAGUE

9-5-74
Date

/s VERNON WARE TEAGUE

1-16-74
Date

/s PAUL W. COUCH, ATTORNEY
Attorney for "Wife"

/s Robert H. Polk, ATTORNEY
Attorney for "Husband"

- - -

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT: That the bonds of matrimony heretofore existing between the parties be and the same hereby are dissolved and complainant is awarded an absolute divorce, and that the complainant's attorney, Paul W. Couch, is awarded

an attorney fee of $250.00 from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT: That all other provisions of the above Property Settlement Agreement are hereby made the ORDER of this Court. That the defendant shall pay the costs of this cause. For all of which let execution issue if necessary.

J. Shelton Luton
HONORABLE SHELTON LUTON, JUDGE,
PROBATE COURT

FOR ENTRY:
Paul W. Couch
PAUL W. COUCH, ATTORNEY FOR
COMPLAINANT

ROBERT H. POLK, ATTORNEY FOR
DEFENDANT

IDENTIF. REFERENCE
OCT 17 10 18 AM '74
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

C 7 5 1 0 9

Minute Book 25-C Page No. 964

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* WILMA EUGENIA BARCLAY TEAGUE *Plaintiff, and* VERNON WARE TEAGUE *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* 17th *day of* October *in the year one thousand nine hundred and* seventy-four *and in the* 199th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*