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RUTH CAROLYN ALBRIGHT PREUETT) IN THE FOURTH CIRCUIT COURT

VS. FILE NO. 73573) OF

CHARLES HENRY PREUETT) DAVIDSON COUNTY, TENNESSEE

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on September 27, 1974, before the Honorable William L. Underhill, Special Judge, holding the Fourth Circuit Court of Davidson County, Tennessee, at Nashville, upon the Complaint for Absolute Divorce, personal service of process on the defendant, answer of defendant, the written Agreement between the parties, testimony of the plaintiff and her two witnesses, who were heard in open Court, statement of counsel for both parties and the entire record; and it appearing to the satisfaction of the Court that this cause was transferred to the uncontested docket by Consent Decree heretofore entered in this cause; that the proof sustains the allegations and averments set forth in the Complaint for Absolute Divorce; that the defendant, Charles Henry Preuett, has been guilty of such cruel and inhuman treatment toward plaintiff, Ruth Carolyn Albright Preuett, as renders further cohabitation unsafe and improper; and that said plaintiff should be granted an Absolute Divorce from the defendant; whereforе,

It is, therefore, ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore subsisting between the parties be, and they are hereby, forever and perpetually dissolved; that plaintiff, Ruth Carolyn Albright Preuett, be, and she hereby is, granted an Absolute Divorce from said defendant; and that said plaintiff be, and she hereby is, restored to all of the rights and privileges of an unmarried person.

It further appearing that the parties hereto have entered into a written Agreement, which is herewith reproduced in its original form and is in words and figures as follows:

RECORDED MICRO
Legibility of Writing ... Printing in This
Document Unsatisfactory ... Inadequate

A G R E E M E N T

This Agreement made in Nashville, Tennessee, on the 24th day of June, 1974, by and between Ruth Carolyn Albright Preuett, hereinafter referred to as Plaintiff, and Charles Henry Preuett, hereinafter referred to as Defendant, both of whom are legal residents of Nashville, Davidson County, Tennessee.

WITNESSETH:

WHEREAS, the Defendant and Plaintiff are husband and wife; and

WHEREAS, Plaintiff has filed a Complaint for Absolute Divorce against the Defendant and said matter is now pending in the Fourth Circuit Court of Davidson County, Tennessee, under the style of Ruth Carolyn Albright Preuett vs. Charles Henry Preuett, File Number 73573; and,

WHEREAS, Plaintiff and Defendant through their respective solicitors have agreed upon a Property Settlement Agreement insofar as it is possible for them to do so, consisting of alimony, both pendente lite and permanent, alimony in solido and support and maintainence of the parties' minor child, and the parties' respective property rights; and said parties desire to reduce said settlement to written form and present same to the aforesaid Court for approval at the time of a final hearing of this cause;

NOW, THEREFORE, for and in consideration of the promises and agreements hereinafter set forth, the parties hereto agree as follows:

1. That the residence of the parties located at 5000 Raywood Lane in Nashville, Davidson County, Tennessee, shall, in the event a divorce is granted to the Plaintiff, become the sole and separate property of said Plaintiff as alimony in solido with all right, title and interest therein being vested absolutely in said Plaintiff as her sole and separate property subject to any indebtedness thereon, which said Plaintiff agrees to assume effective September 1, 1974, and continuing thereafter until said indebtedness is fully liquidated.

Defendant hereby agrees to continue making the installment payments in liquidation of the outstanding indebtedness on said property through the month of August, 1974.

2. Plaintiff shall have all right, title and interest in all of the household goods, furnishings and other furniture located in the residence at 5000 Raywood Lane, Nashville, Davidson County, Tennessee, with the exception of a certain desk, chair and chest deep freeze unit, as her sole and separate property, the excepted items to become the sole and separate property of the Defendant.

3. Plaintiff shall receive as her sole and separate property a certain 1973 Volkswagen automobile and the Defendant agrees to do any and all acts necessary to effectuate, if necessary, the transfer of title thereto to Plaintiff, including the payment of any expense incident to such transfer.

4. Plaintiff shall have the free and unrestricted right to two certain grave lots and the Defendant agrees to do any and all acts necessary to effectuate the transfer of title thereto, if such be necessary.

5. Plaintiff shall receive as her sole and separate property an electric typewriter and a standard typewriter, same to become her sole and separate property free from any claim thereon by Defendant.

6. Plaintiff and Defendant agree to make a reasonable division of their yard tools with Defendant to receive his mechanics' tools, including the power saw, drills, saber saw, and the like. Defendant shall also receive as his sole and separate property a certain boat as well as his hunting and fishing gear. Plaintiff shall receive, among other things as her reasonable share of the division of items herein covered, the newest lawn mower which the parties have owned as her sole and separate property.

7. Defendant agrees to pay for his son's tuition at a technical school or college as well as all medical expenses for said child until he reaches age nineteen (19) or becomes self-supporting, whichever occurs sooner; and further Defendant agrees to make suitable arrangements directly with his son with respect to financial support for him.

Defendant further agrees to pay for all medical expenses, including medicine, for his son until a physician certifies that son is able to work and until said son actually obtains a job.

Defendant agrees to return to Plaintiff a certain One Thousand ($1,000.00) Dollar paid-up life insurance policy, which belongs to said Plaintiff.

8. Defendant agrees, effective at the time of the signing of this Agreement, and continuing monthly thereafter until his son obtains employment and becomes self-supporting, to pay to Plaintiff as child support and maintainence the monthly sum of Seventy-Five ($75.00) Dollars.

9. Defendant agrees to pay the Court costs of the Court proceeding referred to on page one hereof and he further agrees to pay to Tom H. Proctor, Jr., Attorney, the sum of Three Hundred ($300.00) Dollars as his contribution toward the fees of said attorney for legal services rendered to Plaintiff.

10. Defendant agrees to transfer title to a certain Comet automobile to his son as soon as said son's physician has approved his driving.

11. Plaintiff agrees that the items of furniture and household goods which Defendant has heretofore removed from the residence formerly occupied by the parties at 5000 Raywood Lane, Nashville, Tennessee, shall become the sole and separate property of said Defendant, free from any claim thereon by Plaintiff.

Signed at Nashville, Tennessee on the day and date above set forth.

Ruth Carolyn Albright Preuett
RUTH CAROLYN ALBRIGHT PREUETT

WITNESS AS TO PLAINTIFF:

Tom H. Proctor, Jr.
TOM H. PROCTOR, JR.

Charles Henry Preuett
CHARLES HENRY PREUETT

WITNESS AS TO DEFENDANT:

George H. Cate, Jr.
GEORGE H. CATE, JR.

and the Court being satisfied that the foregoing Agreement, which is included herein in its original form, is proper and reasonable; and that same should be made the judgment of this Court in the same manner and fashion as if each and every part thereof were separately adjudicated herein; wherefore,

It is, accordingly, ORDERED, ADJUDGED and DECREED that the Agreement of the parties, as set forth hereinabove, be, and the same is hereby, approved; that said Agreement is hereby made the judgment of this Court; and that each and every part thereof is the full and complete judgment of this Court as if each and every item therein were separately adjudicated.

It is further ORDERED, ADJUDGED and DECREED, in particular, that all right, title and interest of the defendant in and to certain improved real estate located at 5000 Haywood Lane, Nashville, Davidson County, Tennessee, and which is legally described as follows:

> "Land in Davidson County, Tennessee, being Lot No. 42 on the plan of Cumulus Fields, as of record in Book 2330, page 16, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 42 fronts 70 feet on the easterly side of Haywood Lane and runs back between parallel lines 190.4 feet to a deed line in the rear measuring 71.5 feet thereon.
>
> Being part of the same property conveyed to Woodbine Homes, Inc., by deed from Hermitage Homes, Inc., of record in Book 4766, page 459, Register's Office for Davidson County, Tennessee."

be, and the same is hereby, divested out of him and all right, title and interest thereto be, and the same is hereby, vested absolutely in and to plaintiff, Ruth Brooklyn Albright Bennett, also known as Ruth A. Bennett, as her sole and separate property subject to her right to any installments thereon which she shall accrue until same be paid in full.

In all matters, it is, further ORDERED that the parties hereto be, and each of them hereby is ordered to do any and all acts necessary to carry out the provisions of this Decree as hereinabove adjudicated.

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

It is, therefore, ORDERED, ADJUDGED and DECREED that the defendant be, and he hereby is, permanently enjoined and restrained from coming about plaintiff for the purpose of harrassing, abusing, interfering with or otherwise disturbing her, either mentally, physically, emotionally or otherwise.

The defendant will pay the costs of this cause for which, as well as all other monetary sums awarded herein, execution may issue.

10-2-74

S/ William H. Underbrue
[illegible],
SPECIAL JUDGE

APPROVED FOR ENTRY:

Tom H. Proctor, Jr.
[illegible]

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

CERTIFICATE

I, Tom H. Proctor, Jr., do hereby certify that a copy of this Final Decree of Absolute Divorce has been furnished to Mr. George H. Cate, Jr., Attorney, Stahlman Building, Nashville, Tennessee 37201, on September 27, 1974.

Tom H. Proctor, Jr.
[illegible]
1133 STAHLMAN BUILDING
NASHVILLE, TENNESSEE 37201

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IDENTIF. REFERENCE

OCT 29 8 02 AM '74

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

OCT 29 MISC A* 14.00 * 14.00

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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 of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Ruth Carolyn Albright Prewett *Plaintiff, and* Charles Henry Prewett *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* 29 *day of* October *in the year one thousand nine hundred and* 74 *and in the* 199 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature], *D. C.*