2-20-74

BOOK 4865 PAGE 539 1338/870

IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

Map Parcel 81-11-428

LUCELIA GEE CHAMBERLAIN)

)

VS. NO. 72337

)

WILLIE WAYMON CHAMBERLAIN)

D E C R E E

This cause came on to be heard February 19, 1974, before the Honorable Roy A. Miles, Judge of the First Circuit Court of Davidson County, Tennessee, upon the original bill of the complainant and statement of counsel for the defendant that the case

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was being tried as a non-contested matter, witnesses introduced in open court, and the entire record, from all of which it appears to the Court that the allegations contained in the original bill were fully sustained, that is that the defendant has been guilty of such cruel and inhuman treatment toward her as renders cohabitation unsafe and improper.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the complainant be and she is hereby granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is further ordered, adjudged and decreed by the Court that the parties entered into a property settlement agreement, which agreement has been filed and approved by the Court and is made a part of this decree by reference. It further appearing to the Court that said agreement was recommended by both parties to be approved by the Court and that both counsel for the parties stated in open court that in their opinion the property settlement was fair, equitable and proper. It is, therefore, in all things

by this Court confirmed and made a part of the record.

It is further ordered, adjudged and decreed by the Court that whatever right, title, or interest that the defendant has, or may have, in the hereinafter described real estate be, and the same is, hereby divested out of him and vested in the complainant as her sole and separate estate; said real estate being described, as follows:

> Land in Davidson County, State of Tennessee, being the north 40 feet of the south 80 feet of Lot No. 197 on the Map of D. T. McGavock, et al, Addition to the town of Nashville, of record in Book 21, page 41, Register's Office for said county.
>
> Said part of said lot fronts 40 feet on the easterly side of 14th Avenue North and runs back between parallel lines, 170 feet to an alley.
>
> Being the same property conveyed to Willie W. Chamberlain and wife, Lucelia Chamberlain by deed from R. E. Lee Charlton and wife, Mammie Ruth Charlton by deed of record in Book 1633, page 401, Register's Office for Davidson County, Tennessee.

It is further ordered, adjudged and decreed by the Court that whatever right, title, or interest that the complainant has, or may have, in the hereinafter described real estate be divested out of her and vested in the defendant as his sole and separate estate. Said property being described, as follows:

> Land in Davidson County, State of Tennessee, being Lot No. 15 on the Map of Sherwood Subdivision, as of record in Book 1424, page 51, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 15 fronts 90 feet on the westerly side of Sherwood Lane and extends back 200.83 feet on the northerly line and 201.68 feet on the southerly line to a dead line measuring 90 feet thereon.
>
> Being the same property conveyed to Willie W. Chamberlain by deed from Ruth Smothers of record in Book 4556, page 34, Register's Office for Davidson County Tennessee.

The defendant will pay the costs of this cause for which let execution issue.

O. K. FOR ENTRY:

s/

s/ Roy Miles

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IDENTIF. REFERENCE

Nov 4 11 13 AM '74

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

133 B/870 #72337 D-20-74 11-4-74

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* Lucelia DEE Chamberlain *Plaintiff, and* Willie Waymon Chamberlain *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* 4th *day of* November *in the year one thousand nine hundred and* 74 *and in the* 199 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Coker, *D. C.*

IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

LUCELIA GEE CHAMBERLAIN)
Plaintiff and Cross-Defendant)
VS.) FILE NO. 72337
WILLIE WAYMON CHAMBERLAIN)
Defendant and Cross-Plaintiff)

PROPERTY SETTLEMENT AGREEMENT

Whereas Lucelia Gee Chamberlain filed divorce proceedings against Willie Waymon Chamberlain in the above case and same was assigned to the First Circuit Court of Davidson County, Tennessee and said defendant filed a cross-petition against the original plaintiff which has been answered by her and the case is at issue and each party is represented respectively by the undersigned attorneys, and

Whereas the parties, through their respective attorneys, have entered into a property settlement agreement to cover all matters of property, there being no children involved in the proceeding, which settlement each believes to be fair and reasonable and said case has been set for trial on the 19th day of February 1974 upon the original petition, it being the intention of the defendant not to pursue his cross-petition at that time, now in the event a divorce is granted to the said Lucelia Gee Chamberlain, then they urge the Court to approve and ratify this agreement which is as follows:

1. Pending final hearing of the case, each of the parties will continue paying the household bills and expenses which they were paying at time the original petition was filed in the home where they live at 1808 Sherwood Lane, Nashville, Tennessee and Willie Waymon Chamberlain will continue to collect and receive the rent at 1710-14th Avenue North, Nashville, Tennessee, including

the rent due and/or paid for the entire month of February 1974 but not thereafter.

2. Upon the trial of the case the real and personal property of the parties will be divided as follows:

(a) The house and lot at 1808 Sherwood Lane, Nashville, Tennessee will be vested in Willie Waymon Chanberlain in fee simple subject to the purchase money mortgage thereon which Willie Waymon Chamberlain will assume and make the monthly payments as they fall due until said mortgage indebtedness is paid in full.

(b) The house and lot located at 1710 - 14th Avenue, North, Nashville, Tennessee will be vested in Lucelia Gee Chamberlain in fee simple.

(c) All household furniture and equipment of the parties located in said dwelling at 1808 Sherwood Lane, Nashville, Tennessee will be vested in Lucelia Gee Chamberlain in fee simple except for the following items which will be vested in Willie Waymon Chamberlain in fee simple: the hide-a-bed, the big chair, the color television set and the stereo located in the den, either one of the two deep freezers and his guns, gun rack and other personal effects and belongings.

(d) The 1968 Buick Skylark automobile will be vested in Lucelia Gee Chamberlain in fee simple and the 1973 Ford Pick-up Truck will be vested in Willie Waymon Chamberlain in fee simple.

(e) Each party will retain and be vested respectively with full title in fee simple to any and all cash, securities or other personal property either individually or jointly owned heretofore which is presently in his or her respective possession or in his or her individual name in any financial institution at time of the execution of this Property Settlement Agreement other than that specifically mentioned hereinabove; and each

of said parties will respectively execute any necessary assignments or documents required to completely effectuate in the other full legal title to all such personal property in their said respective possession, including title to said automobiles and household furniture and equipment as set out hereinabove in sub-paragraphs c and d.

2. Willie Waymon Chamberlain will pay to the plaintiff's attorney, Howard F. Butler, Esquire, on or before the trial of this case, the sum of Five Hundred Dollars ($500.00) for services rendered Lucelia Gee Chamberlain in this case.

The foregoing Property Settlement has been read by the undersigned and they acknowledge that they fully understand same and agree to be bound by the terms and conditions set forth therein, on this the 8th day of February 1974.

WITNESSED BY:

Lucelia Gee Chamberlain
Lucelia Gee Chamberlain

Howard F. Butler, Attorney
for Lucelia Gee Chamberlain

Willie Waymon Chamberlain
Willie Waymon Chamberlain

Avon N. Williams, Jr., Attorney for Willie Waymon Chamberlain

WITNESSED BY:

Lillie A Fletcher

Doris W. Donnelly