IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

MADELINE E. VANDERPOOL

VS.

THOMAS D. VANDERPOOL

BOOK 4872 PAGE 223

NO. 70141

117-4

34 pw

FINAL DECREE

DEC-23 MISC A* 8.00 * 8.00

This matter came on for hearing originally on the 15th day of October, 1974, and being continued over until the 23rd day of October, 1974, before the Honorable Jack Butler, Special Judge, First Circuit Court of Davidson County, Tennessee, upon the original bill as filed by the Complainant, the Answer as filed by the Defendant, testimony of witnesses in open Court, statements of counsel, and upon the entire record, from all of which it appearing to the Court that the Defendant is guilty of such cruel and inhuman treatment towards the Complainant and that Complainant should be awarded an absolute divorce from the Defendant and restored to the rights and privileges of an unmarried person, and it further appearing to the Court that in a recess during the trial of this case the parties reached a Property Settlement Agreement between themselves regarding the real property owned by both parties at the time of this hearing, and the Court having read said Property Settlement Agreement and finding it proper, and the Court feels that said Property Settlement Agreement should be approved and copied verbatim herein and made a part of this Final Decree, said Property Settlement Agreement reading as follows:

PROPERTY SETTLEMENT AGREEMENT

"This agreement is made and entered into on this the _____day of October, 1974, by and between THOMAS VANDERPOOL (hereinafter termed, "husband") and MADOLIN ELIZABETH VANDERPOOL (hereinafter termed, "wife").

W I T N E S S E T H :

WHEREAS, unhappy differences have arisen between the parties resulting in their separation; and

WHEREAS, there is now pending in the Circuit Court for Davidson County, Tennessee, under File Number 70141, a divorce action instituted by the wife; and

WHEREAS, it is the mutual desire of the parties to this agreement to make a permanent, complete, and final adjustment of all of their property rights and interest of any kind and nature whatsoever.

NOW THEREFORE, in consideration of the premises and other mutual covenants contained herein, the parties do hereby mutually agree that in the event the parties are granted a final decree of divorce by the Court and upon said decree becoming final:

1. The wife shall pay to the husband the sum of One Thousand Two Hundred and Fifty Dollars ($1,250.00) in cash or by certified check, and immediately upon receipt thereof, the husband shall convey to the wife all of his right, title and intrest in and to a certain parcel of improved real property commonly known as 1514 Sweetbriar Avenue, Nashville, Tennessee, said real property being more particularly described as follows, to-wit:

> Land in Davidson County, being the easterly one-half of Lot No. 104 on the Map of the Belmont Land Company's plan of record in Book 451, page 33, Register's Office for said County. Said part of said lot fronts 50 feet on the northerly side of Sweetbriar Avenue and runs back between parallel lines 185 feet to a dead line.
>
> Being the same property conveyed to Thomas A. Vanderpool and wife, Madeline Jenkins Vanderpool, by deed from Eugene Braxton Moore, unmarried, of record in Book 2799, page 335, Register's Office of Davidson County, Tennessee.

Upon such conveyance, the wife shall indemnify and hold the husband harmless of and from any liabilities he may have upon or under any obligations made, assumed, or guaranteed by him in connection with the purchase of the aforesaid improved real property by the parties.

2. The wife shall be vested with all of the husband's right, title, and interest in and to her personal affects and

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

clothing, and in and to all the household furnishings and appliances now belonging to the parties, except the husband shall be vested with all of the wife's right, title, and interest in his personal effects and she shall forfeit any and all dower interest she may have in said property.

3. The husband, however, shall bear and pay for all court costs arising in connection with said action, together with $100.00 attorney's fee for Complainant's attorney of record.

4. At anytime following consummation of this Property Settlement Agreement, either of the parties, upon written request of the other party, shall supply to the other party any further documents and instruments (including but not limited to deeds, bills of sale, and assignments) as may be reasonably necessary to effectuate the provisions and intent hereof; to remove clouds upon titles; or to transfer title to property, free and clar of the interest of the party not entitled to title to such property under the provisions hereof.

5. This Property Settlement Agreement is a full, final, and complete settlement of the property rights and interests of the parties, made and entered into of their own free will; other than as set forth herein, the respective parties do hereby waive any right or interest that he or she may have in any property belonging to the other party; and the parties do hereby wiave any dower, homestead, curtesy, and alimony rights other than as set forth herein.

6. This Property Settlement Agreement is subject to the approval of the Court, and in the event a divorce should be awarded to either party, this agreement shall be made part of the final decree granting the same.

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

And the Court finding further that the costs of this cause should be taxed against the Defendant, for which let

execution issue if necessary, all of which is being hereby ORDERED, ADJUDGED and DECREED.

s/

SPECIAL JUDGE

APPROVED FOR ENTRY:

s/

Attorney for Complainant

I certify that a copy of this Final Decree has been mailed to the Honorable Thomas Bottorff, Attorney for the Defendant, Nashville Bank and Trust Building, Union Street, Nashville, Tennessee, this the 28th day of October, 1974.

s/

FILED
DEC 2 10 17 AM '74
DAVIDSON COUNTY, TENN.
CLERK OF THE CIRCUIT COURT

C 80111

Minute Book 135-A, Page No. 157 Entered: 11-8-74

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* MADELINE E. VANDERPOOL *Plaintiff, and* THOMAS D. VANDERPOOL *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* 2nd *day of* December *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.*