BOOK 4880 PAGE 73

6-5-73
818/820

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

134-8
16
135-5
3 pw

MARY LOU GOMEZ

VS.

MIKE GOMEZ

CIVIL ACTION NO. 68128

DECREE

JAN-8[illegible] MISC A* 12.00 * 12.00

This cause came on to be heard this 18th day of May, 1973, before the Honorable Benson Trimble, Judge, holding the Fourth Circuit Court for Davidson County, Tennessee, wherein it appeared to the Court that said cause should be submitted on interrogatories, said interrogatories submitted by the plaintiff in this cause, together with corroborating witnesses, and it appeared to the Court further that personal service was had upon the defendant and pro confesso taken, and that the allegations contained in the original complaint are true; namely, that the defendant has abandoned the plaintiff, turned her out of doors, and refused and neglected to provide for her.

It is therefore ORDERED, ADJUDGED and DECREED by the Court, that the bonds of matrimony heretofore subsisting between the plaintiff and the defendant be and the same hereby are dissolved and for nothing held, and that plaintiff be and she hereby is granted an absolute divorce from the defendant.

It is further ORDERED, ADJUDGED and DECREED by the Court, that the property settlement entered into by and between the plaintiff and the defendant be and the same hereby is approved, and same property agreement be and hereby is made a part of this divorce decree.

Defendant will pay the costs for this cause for which execution will issue.

/s/ Beeson Gentle
JUDGE

O.K. FOR ENTRY:

/s/ J. Victor Barr Jr.

FILED FOR REFERENCE
JAN 8 10 48 AM '75
FELIX A. ZIEGLER
REGISTER
DAVIDSON COUNTY, TENN.

C 83705

CERTIFICATION

I, J. Victor Barr, Jr., hereby certify that I have mailed a copy of this Decree to Mr. Mike Gomez, Room 139, De Ville Motel, 1600 Expressway North, Oklahoma City, Oklahoma, this 30 day of May, 1973.

/s/ J. Victor Barr Jr.
J. Victor Barr, Jr.

68128 81B/850

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* True Copy ~~correct transcript~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Mary Lou Gomez *Plaintiff, and* Mike Gomez *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* 8th *day of* January *in the year one thousand nine hundred and* Seventy Five *and in the* 199 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddings, *D. C.*

AGREEMENT

THIS AGREEMENT made and entered into by and between MARY LOU GOMEZ, hereinafter called the Wife, and MIKE GOMEZ, hereinafter called the Husband;

WITNESSETH:

WHEREAS, the parties are husband and wife and have been experiencing marital difficulties, resulting in the parties living separate and apart, and the wife having filed a complaint for absolute divorce against the husband, and the husband not desiring to contest said action; and

WHEREAS, neither party to this cause desires to live together, but the parties desiring to amicably settle all matters relative to their respective property rights; and

WHEREAS, the parties are familiar with each other's property holdings, financial condition, net personal worth, and with each other's income and sources of income;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. That the wife, if the Court deems proof sufficient, will secure an absolute divorce from the husband.

2. That the wife will pay directly to J. Victor Barr, Jr., attorney for said wife, the sum of Three Hundred and no/100 ($300.00) Dollars, as his attorney's fee in full, together with the sum of Ten and 50/100 ($10.50) Dollars for court costs, said sums to be paid before the divorce action is taken.

3. That the husband will execute a deed to the wife,

conveying to her for her sole and separate use, the following described property:

Parcel No. 1

134-B
16

Land in Davidson County, Tennessee, being Lot No. 179 on the Plan of Town Park Estates, as of record in Book 3300, pages 64 and 65, Register's Office for said County.

Said Lot No. 179 fronts 82 feet on the northerly side of Southwind Drive and extends back 315 feet on the westerly line and 254 feet on the easterly line to a dead line, measuring 81.4 feet thereon.

Being the same property conveyed to Mike Gomez and wife, Mary Lou Gomez, by deed from Jay B. McGregor and wife, Lois McGregor, of record in Book 4095, page 852, Register's Office for Davidson County, Tennessee.

Said parcel is known as 1608 Southwind Drive, Nashville, Tennessee.

Parcel No. 2

135-5
3

Land in Davidson County, Tennessee, being Lot No. 175 on the Plan of Town Park Estates, as of record in Book 3300, pages 64 and 65, Register's Office for said County.

Said Lot No. 175 fronts 77 feet on the northwesterly side of Southwind Drive and extends back 124.2 feet on the southwesterly line and 153.44 feet on the northeasterly line to a dead line, measuring 82.37 feet thereon.

Being the same property conveyed to Mike Gomez and wife, Mary Lou Gomez, by deed from James Floyde Tibbs and wife, Patricia Tibbs, of record in Book 4020, page 651, Register's Office for Davidson County, Tennessee.

Said parcel is known as 1702 Southwind Drive, Nashville, Tennessee.

The wife does hereby agree to retire the mortgages outstanding on said parcels of land and to assume all utilities as of the date of this agreement.

4. That any right, title and interest which the husband may have in a beer tavern, known as Fairview, 600 Benton Avenue, Nashville, Tennessee, all licenses being in the name of the wife, he hereby gives and relinquishes to the wife; and the wife

will assume all payments on said beer tavern.

5. It is further agreed and understood between the parties to this agreement that all bank accounts will remain as they presently are, and each party to this agreement will have absolute control over said bank accounts as they now exist.

6. That all personal belongings of the parties hereto, such as clothing, personal effects, etc., shall remain the property of each party possessing same.

7. That the wife shall receive all household furniture, appliances and furnishings contained in the two parcels of real property set forth herein, and all appliances and fixtures contained in the beer tavern known as Fairview, free and clear of any claim of the husband, as her sole and separate property.

8. It is expressly understood and agreed that upon the husband complying with and doing all the things that are herein provided, and the wife doing all the things that are herein provided, the fulfillment of same shall be in full, final and complete settlement of all claims of alimony which the wife may have against the husband, and that the wife will make no further demands upon the husband for alimony.

9. It is understood and agreed that from and after the date of the execution of this agreement, neither party will make any debt for which the other party will be held liable to pay.

10. It is further understood and agreed that in the event a divorce between the parties is granted, this Agreement shall become a part of the Final Decree of Divorce in this cause, if approved by the Court.

This agreement is made and intended between the parties hereto as a Property Settlement Agreement, covering the matter of

all property rights which each now has or might have against the other by virtue of their marital status; and this agreement is to be a full, final and complete release of each party, one unto the other, of any and all claims whatsoever which each party may now have or may hereafter have, in and to the property of the other as a result of their marital status, and this instrument represents a full and complete settlement as a result of the parties' marital status.

This Agreement is made of the parties' own free will and accord, without any collusion between the parties, for the sole purpose of settling their property rights.

IN WITNESS WHEREOF, we have hereunto set our hands to this instrument this 30 day of November, 1972, in Nashville, Davidson County, Tennessee.

Mary Lou Gomez
MARY LOU GOMEZ, Wife

Mike Gomez
MIKE GOMEZ, Husband

WITNESSES:

J. Hunter Bass