146-10 p. 4

BOOK 4887 PAGE 162 10-30-74 105 C/978

IN THE THIRD CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

HENRY THOMAS EDWARDS	§	
	§	
VS.	§	NO. 72095
	§	
JANIE LEE (STILES) EDWARDS	§	

FINAL DECREE

FEB-5 MISC A* 12.00 * 12.00

This cause came on to be heard on this the 25th day of October, 1974, before the Honorable Joe Loser, Judge of the Third Circuit Court for Davidson County, Tennessee, upon the Complaint for Divorce filed by Henry Thomas Edwards, Answer of the defendant and cross-plaintiff, Janie Lee (Stiles) Edwards and also a Cross-Complaint filed by Janie Lee (Stiles) Edwards to which pleadings the original plaintiff filed his Answer. Testimony of the defendant and cross-plaintiff and her witnesses were heard in open Court, and the entire record in this cause, from all of which the Court was of the opinion that the allegation in the Answer and Cross Complaint as filed by Janie Lee (Stiles) Edwards were fully sustained by the evidence; that is, that the original plaintiff and cross-defendant, Henry Thomas Edwards, has been guilty of cruel and inhuman treatment and conduct toward the defendant and cross-plaintiff, Janie Lee (Stiles) Edwards, as to render further cohabitation improper.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the Complaint for Absolute Divorce filed by the plaintiff and cross-defendant, Henry Thomas Edwards, against the defendant and cross-plaintiff, Janie Lee (Stiles) Edwards, is dismissed.

It is further ORDERED, ADJUDGED and DECREED by the Court that the defendant and cross-plaintiff, Janie Lee (Stiles) Edwards, be and she is, hereby decreed an absolute divorce from the plaintiff and cross-defendant, Henry Thomas Edwards and that the bond of matrimony heretofore subsisting between them be, and the same hereby are, forever dissolved and the parties are restored to all the rights and privileges of an unmarried person.

It further appearing to the Court that the parties heretofore entered into a settlement agreement dated the 16 day of October, 1974, pertaining to the settlement of the property owned by the parties as well as provisions for alimony to be paid by the plaintiff and cross-defendant, Henry Thomas Edwards, to the defendant and cross-plaintiff, Janie Lee (Stiles) Edwards, the settlement of which was presented to the Court and affirmed by the plaintiff and cross-defendant and both his counsel, and the defendant and cross-plaintiff and her counsel, as evidenced by their signatures thereto and the Court approves and ratifies the said settlement and does herein incorporate the same as part of this Order.

It is, therefore, further ORDERED, ADJUDGED, and DECREED that the agreement entered into between the parties hereby be approved and ratified and made the order of this Court. The said agreement is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

This agreement made and entered into this the 16 day of October, 1974, by and between Henry T. Edwards, hereinafter referred to as "Husband" and Janie Lee Stiled Edwards, hereinafter referred to as "Wife."

WITNESSETH:

WHEREAS, the parties hereto are married and reside in Nashville, Davidson County, Tennessee and there has arisen between them irreconcilable differences; and the Husband has filed for divorce against the Wife, and Wife has filed an Answer and Cross Complaint. Husband and Wife both have filed Motions for a Bill of Particulars and all of these pleadings have been filed in this Court which tribunal has lawful jurisdiction in this litigation in Davidson County, Tennessee, and

WHEREAS, there were two children born of this union, but both children are of legal age;

WHEREAS, the parties do own certain real estate and personal property and rather than litigate over the divorce and said properties, they have agreed to enter into this property settlement, and that the same shall be incorporated into the final decree in the divorce action between the parties, sugject to the wife obtaining an absolute divorce.

1. The parties are presently the owners, as tentants by the entirety, of real estate located in Davidson County, Tennessee and more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 14 on the Map of Fieldcrest Estates, as of record in Book 2331, page 124, Register's Office for said County. Said Lot No. 14 fronts 195.9 feet on the northerly side of Brentview Drive and runs back 339.5 feet on the westerly line and 357.4 feet on the easterly line to a dead line in the rear on which it measures 167.8 feet.

Being part of the property conveyed to Woodhaven Homes, Inc., by deed from W. H Grissin, Jr. and wife of record in Book 2451, page 185, said Register's Office.

It is agreed that upon the entry of the final decree of this Divorce action, the settlement agreement being incorporated in said Decree and the original will be filed with the Clerk of this Court and a certified copy of the said decree together with the property settlement will be filed with the Register's Office for Davidson County, Tennessee. The Husband shall be divested of any and all rights of ownership in the above described property, including homestead, curtesy and all other rights conferred by law, and all such rights, title, and interest shall be vested in the Wife.

The Husband further agrees that he will pay in full mortgage that may be a debt against the real estate heretofore described within ten (10) days from the date of final hearing in this cause.

2. The parties are presently the owners, as tenants by entirety, of real estate located in Wilson County, Tennessee, and more particularly described as follows:

Being the property deeded to John P. Blazer and wife, Mrs. Henryetta M. Blazer and being land lying and being in the 4th Civil District of Wilson County, Tennessee, and being Lot No. 27 of the Twin Cove Sub-Division, Section 1, a plat of which is of record in Plat Book 4, Page 51, Register's Office for said County, to which plat reference is here made for a more particular description thereof.

Being the same property conveyed to Walter T. Jackson, Jr., and wife Dorothy B. Jackson by deed from Old South Development Corporation, of record in Book 163, Page 669, Register's Office for Wilson County, Tennessee.

It is agreed that upon the entry of the final decree in this divorce action the settlement agreement be incorporated therein and the original will be filed with the Clerk of this Court and a certified copy of said decree together with a copy of the settlement agreement be filed with the Register's Office for Wilson County, Tennessee. The Wife shall be divested of any and all rights of ownership in the above described property, including homestead, dower, and all other rights conferred by law, and all such rights, title, and interest shall be vested in the Husband. It is further agreed between the parties that in the event that the real estate located in Wilson County, Tennessee is sold either before the entry of a final divorce decree in this cause or thereafter that the money derived from said sale be deposited in an escrow account at any reputable bank in Nashville, Davidson County, Tennessee so that said sums of money will stand as partial security for attorney's fee to the Plaintiff's attorney and to the defendant's attorney in this cause.

3. The parties presently own certain furniture, household items and other personal property located at 822 Brentview Drive, Nashville, Davidson County, Tennessee, including a coin collection. It is agreed that the husband, upon the entry of a final decree in the divorce action, shall be divested of all rights, title, and interest in said property and shall execute any papers as may be necessary to transfer his interest to the Wife.

4. The Husband and Wife have certain personal property, furniture, household items and two boats that are located in their lake home as described in paragraph 2 hereinabove, and it is agreed that the Wife, upon the entry of the final decree of divorce action, shall be divested of any and all of her rights, title and interest in the said property heretofore described and shall execute any necessary papers to effect the transfer of these items to the Husband.

5. The parties are likewise the owners of two savings accounts at the First American National Bank which are presently in both names, one of which is a Golden Passbook account in the approximate amount of $30,370.12 and the other account being a Regular Passbook account in the approximate amount of $11,993.76. It is agreed that the Husband, upon the entry of the final decree in this divorce action, shall be divested of all right, title and interest in these two accounts and the money that they represent and shall execute any necessary papers to effect transfer of his interest to the Wife.

6. The parties are likewise the owners of four bonds with saving value of $5,000.00 each for a total value of $20,000.00. Three of said bonds are industrial development bonds, numbers 105, 153, and 242, respectively, of CockeCounty, Tennessee, and one being a $5,000.00 Nashville Gas Company bond, serial number R1724. It is agreed that the Husband, upon the entry of the final decree in this divorce action, shall be divested of all right, title, and interest in said four bonds heretofore described and shall execute any necessary papers to effect transfer of his interest to this to the wife.

7. The Husband is presently the owner and has an interest in certain Tennessee Valley Electric Supply Company stock, to wit, 1,833 shares, with a present approximate book value of $19.87 per share. He has a certain interest in the retirement fund with the Tennessee Valley Electric Supply Company, which includes an insurance policy. The Husband also has an interest in 121.5 shares of Southern Sales Company stock that presently has a book value of approximately $50.73 a share, and these stocks are not negotiable until after Mr. Edwards retires, and it particularly is agreed that, upon entry of the final decree in this divorce action, the Wife shall be divested of any right, title and interest that she may have in said stock and insurance policies and shall execute any necessary papers to effect transfer of her interest in them to the Husband.

8. It is further agreed between the parties that the Wife shall receive from the Husband, as continuing alimony, $400.00 per month and that said payment shall be made by the Husband on a monthly basis, and shall be paid on the first day of every month after the entry of the final divorce decree herein, and said payment shall continue on the first of every month for as long as the Wife lives or until she remarries, and, in that event, the alimony payments shall cease. Provided that the parties further agree that the matter of alimony remains before the Court for an equitable amount to be set in the event changes in circumstances occur.

9. It is further agreed between the parties that the Husband shall pay to the attorney representing the Wife the sum of $8,000.00 for services rendered to the Wife in this litigation and said attorney's fees will be partially secured by a lien against the property described in paragraph 2 or the funds derived from the sale.

WITNESS our hands and seal on the day and date first above written.

/s/ Richard R. Clark WITNESS	/s/ Henry T. Edwards HUSBAND
/s/ Herman O. Loewenstein WITNESS	/s/ Janie Lee Stilkes Edwards WIFE"

This cause is retained in this Court for further Orders as provided by law and as it becomes necessary in the future for any Orders relative thereto, this matter may be reopened.

The costs of this cause are taxed against the plaintiff and cross-defendant, Henry Thomas Edwards, for which execution will be issued if necessary.

JUDGE

Enter This 30 Day of Oct., 1974

APPROVED FOR ENTRY:

Richard R. Clark
DICK CLARK, Attorney for Plaintiff & Cross-Defendant

Dan Garfinkle
DAN GARFINKLE, Attorney for Plaintiff & Cross-Defendant

Herman O. Loewenstein
HERMAN O. LOEWENSTEIN, Attorney for Defendant & Cross-Plaintiff

C 86565

BOOK 4887 PAGE 167

IDENTIF. REFERENCE

FEB 5 11 56 AM '75

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

Mail
Janie Edwards
822 Brentview
Dr.
Nash. Tenn

Minute Book 105-C, Page No. 978

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* Henry Thomas Edwards *Plaintiff, and* Janie Lee (Stiles) Edwards *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* 6th *day of* January *in the year one thousand nine hundred and* seventy-five *and in the* 199th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Janet Jones, *D. C.*