IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 4891 PAGE 408

GEORGIA CHRISTINE SUMMERS]
]
]
-vs-] NO. 76223
]
]
JAMES CLARENCE SUMMERS]

O R D E R

This cause came on to be heard on the 14th day of February, 1975 before the Honorable J. William Rutherford, Judge, upon the petition for absolute divorce filed by plaintiff, personal service of process upon the defendant, judgment by default being granted, submission to the Court of the depositions of plaintiff and her two corroborative witnesses and from the entire record in this cause. From all of which the Court finds that the defendant has been guilty of such cruel and inhuman treatment or conduct toward plaintiff as renders further cohabitation unsafe and improper. It is therefore

ORDERED AND ADJUDGED that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved and the plaintiff, Georgia Christine Summers, is granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED AND ADJUDGED that the property settlement agreement heretofore executed by the parties and tendered to the Court is approved in all respects and made a part of this Order by inclusion, as follows:

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson County, Tennessee, a petition for absolute divorce filed by GEORGIA CHRISTINE SUMMERS, hereinafter referred to as Wife, against JAMES CLARENCE SUMMERS, hereinafter referred to as Husband, under Docket No. 76223, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a property settlement agreement and tender same to the Court for approval in the event a decree of divorce is granted in this cause, and

WHEREAS, these parties have been advised of their legal rights and obligations, one to the other.

NOW, THEREFORE, in consideration of $1.00 cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do agree as follows:

(1) That Wife will proceed to trial on a non-contested basis.

(2) That the absolute care, custody and control of the minor child of the parties, to-wit: Jacqueline Irene Summers, shall be awarded to the Wife with the right of reasonable visitation reserved to the Husband.

(3) Husband agrees to pay the sum of $175.00 per month as child support for a period of five (5) months, that is, November, December, January, February and March, 1975, and beginning with April 1974, the permanent child support thereafter shall be $150.00 per month, all payments to be made directly to the Wife. The support payments shall be made in equal installments on the 7th and 22nd of each month.

(4) All right, title and interest which the Wife has in and to the real property of the parties located at 1105 Calvin Street, more particularly described as follows:

Being Lot No. 3 on the Map of Calvin Davis' Subdivision, of record in Book 57, page 85, Register's Office for said County.

Said Lot No. 3 fronts 50 ft. on the northerly side of Calvin Avenue and runs back between parallel lines 150 ft. to an alley.

Being the same property conveyed to James C. Summers and wife, Georgia C. Summers, by deed from Nola Mai S. Dickens, a widow, of record in Book 3813, page 332, Register's Office for Davidson County, Tennessee

and the real property located at 1703 Jewell Street, Nashville, Tennessee, more particularly described as follows:

Being Lot No. 114 on the Map of Victory Heights Subdivision, as of record in Book 1130, page 97, Register's Office for said county.

Said Lot No. 114 fronts 60 ft. on the east side of Jewell Street and runs back between parallel lines 150 ft. to a dead line.

Being the same property conveyed to James C. Summers, et ux, by deed from Eastland Homes, Inc., of record in Book 1534, page 544, Register's Office for Davidson County, Tennessee. The interest of Mary Ann Summers was vested in James C. Summers by decree dated December 10, 1957, of record in Minute Book 2, page 383, Fourth Circuit Court for Davidson County, Tennessee.

shall be divested out of her and the sole and exclusive ownership in said property shall be vested in the Husband.

(5) All right, title and interest which the Husband has in and to the real property of the parties located at 2935 Hillhurst Avenue, Nashville, Tennessee, more particularly described as follows:

Land in Davidson County, being Lot No. 27 on the Plan of Hillhurst Acres, Sec. 3, of record in Book 2331, page 86, Register's Office for said county, described as follows:

Beginning at a point in the southerly margin of Hillhurst Drive, the common corner of Lots 27 and 26; thence southwardly with the line between said two lots, 168.1 ft. to a point; thence eastwardly 163.4 ft. to a point in the westerly margin of Sunset Drive; thence with the margin of the same, northwardly 107.9 ft. to a point, the beginning of a curve; thence northwesterly around said curve 31.42 ft. to a point in the southerly margin of Hillhurst Drive; thence with the margin of the same, westwardly 123.9 ft. to the point of beginning.

Being the same property conveyed to James C. Summers and wife Georgia C. Summers, by deed from Walter A. Craddock and wife, Jean Marshall Craddock, of record in Book 3407, page 359, Register's Office for said county.

shall be divested out of him and the sole and exclusive ownership in said property shall be vested in the Wife.

(6) The property of the parties located at 1618 Cahal Avenue, Nashville, Tennessee, more particularly described as follows:

Being Lot No. 14 and the westerly part of Lot No. 15 on the Map of M. T. Stratton's Plan of Lots, of record in Book 421, page 50, Register's Office for said county, as follows:

Beginning at a point in the south margin of Cahal Avenue 2[illegible] ft. west of the northeast corner of Lot 15; thence with the margin of said Avenue, westerly 74 ft. to the corner of Lot 13 and 14; thence with the line between said lots, southerly 237 ft. more or less to the north margin of an alley; thence with the margin of said alley, easterly 100 ft. to a point at the southeasterly corner of Lot No. 15; thence along the east line of Lot 15, northerly 101 ft. more or less to a point, the corner of the property that was conveyed to Joyce, by deed from Robertson, of record in Book 1389, page 131, said Register's Office; thence with Joyce's line as follows: westerly 20 ft.; northerly 101.5 ft.; westerly .3 ft.; northerly 15-1/2 ft.; westerly 3 ft.; and northerly 18-1/2 ft.; to the beginning.

92-14-289

Being the same property conveyed to James C. Summers and wife, Georgia C. Summers, by deed from Albert G. Askins and wife, Annie Askins, of record in Book 4649, page 638, Register's Office for said county.

and the real property located at 944 Chickasaw Avenue, Nashville, Tennessee, more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 40 on the Map of Victory Heights, as of record in Book 1130, page 97, Register's Office for said county, as follows:

Beginning at a point in the southerly margin of Chickasaw Avenue at the corner of Lots 40 and 41; thence with the line between said lots, southerly 159.5 ft. to the northline of Lot No. 112; thence with the line between said lots, easterly 48 ft. to the west margin of Jewell Street; thence with the margin of the same, northerly 138.5 ft. to the beginning of a curve; thence around said curve, northwesterly 35.57 ft. to the south margin of Chickasaw Avenue; thence with the margin of the same, westerly 60 ft. to the point of beginning.

92-6-71

Being the same property conveyed to James C. Summers and wife, Georgia C. Summers, by deed from J. C. Basford and wife, Nancy E. Basford, of record in Book 3646, page 503, Register's Office for said county.

shall be owned by the parties as joint tenants in common, each party owing a one-half undivided interest in said property.

(7) The parties agree, with the signing of this document, that they have made an equitable division of the furniture, furnishings and personal property, including the automobiles, and have agreed on their obligations insofar as debts are concerned. Each of the parties agree that on the real property heretofore awarded to them exclusively,

that the exclusive owner shall be responsible for the balance of indebtedness thereon.

(8) The parties will, by mutual consent, agree on the payment of attorneys fees for complainant's solicitor of record, Robert L. Jackson.

Both parties agree to sign any and all documents, deeds, or title necessary to carry out the full purpose and intent of this agreement, acknowledge that they have read same and signed same voluntarily.

WITNESS OUR HANDS, this 9th day of December, 1974.

Georgia C. Summers
WIFE

James Clarence Summers
HUSBAND

Robert L. Jackson
ATTORNEY FOR WIFE

The costs of this cause are taxed against the defendant, for all of which execution may issue, if necessary.

/s/ J. William Rutherford
JUDGE

APPROVED:

Attorney for Plaintiff

IDENTIF. REFERENCE
FEB 24 10 44 AM '75
FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.
C 8 8 4 9 5

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* Georgia Christine Summers *Plaintiff, and* James Clarence Summers *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* 24th *day of* February *in the year one thousand nine hundred and* Seventy-Five *and in the* 199th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Dorothy LaRue, *D. C.*