IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

59-13
6-6.5-6.6
6.7 PW

ARNOLD MARION FELTS)
)
)
)
vs.) NO. 74729
)
)
EVELYN JEAN PATTON FELTS)

FINAL JUDGMENT

This cause came on to be heard this 18th day of February, 1975, before the Honorable James M. Swiggart, Judge of the Sixth Circuit Court of Davidson County, Tennessee, upon the original petition for absolute divorce filed by the original Complainant, Arnold Marion Felts, the answer and cross-bill of the original Defendant, Evelyn Jean Patton Felts, the testimony of the original Defendant and cross-complainant, Evelyn Jean Patton Felts and two witnesses in open court, the statement of counsel for both parties, the five-page property settlement agreement entered into by and between the parties on or about February 3, 1975, and approved by counsel for both parties, which the court approved, and the entire record in this cause, whereupon the court found that the original Defendant and cross-complainant had proved her grounds for divorce, to wit -- adultery, and therefore granted her an absolute divorce from the bonds of matrimony and approved the property settlement agreement, hereto attached and incorporated by reference.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the original Defendant and cross-complainant, Evelyn Jean Patton Felts, be and the same is hereby divorced from the bonds of matrimony heretofore existing between her and the original Complainant and cross-defendant, Arnold Marion Felts, and she is hereby restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the five-page property settlement agreement entered into by and between the parties on or about February 3, 1975, be and the same is hereby approved in all respects, and attached hereto and incorporated by reference.

The original Complainant and cross-defendant, Arnold Marion Felts, will pay the costs of this cause, for which execution may issue, if necessary.

/s/ James M. Swiggart
JUDGE

APPROVED FOR ENTRY:

J. L. Thompson, III, Attorney for
Arnold Marion Felts

Howard F. Butler, Attorney for
Evelyn Jean Patton Felts

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of this foregoing Final Judgment has been mailed to the Honorable Howard F. Butler, Attorney at Law, First American Center, 26th Floor, Nashville, Tennessee, 37238, this 18th day of February, 1975.

J. L. Thompson, III

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT MADE AND ENTERED into this 3 day of Feb, 1975, by and between the parties, ARNOLD MARION FELTS, a resident of Davidson County, Tennessee, hereinafter called "HUSBAND" and EVELYN JEAN PATTON FELTS, also a resident of Davidson County, Tennessee, hereinafter called "WIFE":

W I T N E S S E T H:

WHEREAS, HUSBAND and WIFE, were married on the 1st day of August, 1953, in Davidson County, Tennessee, and have maintained residence in Davidson County, Tennessee for many years, and

WHEREAS, the parties are now living separate and apart from each other, and have been living separate and apart from each other since August, 1974; and

WHEREAS, HUSBAND and WIFE have accumulated an estate; and

WHEREAS, HUSBAND filed a Petition for Absolute Divorce on the 8th day of July, 1974, in the Sixth Circuit Court for Davidson County, Tennessee; and WIFE filed an Answer thereto on or about September 25, 1974; and

WHEREAS, HUSBAND and WIFE desire to settle the matter of their property rights to their estate, and further desire to have this agreement and settlement made a part of and incorporated into any decree of divorce which may be entered dissolving the marriage of HUSBAND and WIFE, subject to the approval of the Court;

NOW THEREFORE, IN CONSIDERATION of the premises, and in further consideration of the sum of One ($1.00) Dollar cash in hand paid by HUSBAND to WIFE and WIFE to HUSBAND, the receipt of which is hereby acknowledged by HUSBAND and WIFE, and in further consideration of the mutual execution of this agreement, it is mutually agreed by and between HUSBAND and WIFE as follows:

1. That this agreement shall be binding on HUSBAND and WIFE, their heirs, executors, administrators, and assigns, and is the whole and only agreement between HUSBAND and WIFE, and shall not be modified nor varied by parol evidence.

2. That HUSBAND hereby agrees to convey and transfer all of his right, title and interest in and to the following real estate to WIFE, upon the granting of and by any final decree of divorce between the parties:

Land in the 13th Civil District of Davidson County, Tennessee, being two separate tracts of a part of the Treppard Tract, J. R. Coarsey, Trustee, described according to a survey by Cantrell & Morrison, Engineers, and known as Tract No. 8 and Tract No. 9, described as follows:

59-13
6.7

Tract No. 8: Beginning at an iron pin in the northerly R.O.W. line of Hummingbird Drive, said point being the southwest corner of lot No. 31, Treppard Heights Subdivision, of record in Book 2900, Page 13, Register's Office for said County, and running south 84° 18' west along said R.O.W. line of Hummingbird Drive 50 feet to an iron pin, thence north 50° 22' west 140.1 feet to a point of curve having a radius of 2290.4 feet; thence along said curve 58 feet to a point; thence north 4° 53' west 519 feet to an iron pin; thence north 81° 30' east 221 feet to an iron pin; thence south 23° 35' east 454.9 feet to an iron pin, said pin being the northeast corner of Lot No. 113, Treppard Heights Subdivision of record in Book 2900, Page 13, Register's Office for said County; thence south 39° 03' west along the northerly boundary line of said lot No. 113, 171.8 feet to a concrete monument; thence south 83° 14' west along the northerly boundary line of lot No. 31, said Treppard Heights Subdivision No. 7 190.5 feet to a concrete monument, said monument being the point of a curve having a radius of 2265.4 feet; thence along said curve southerly 59.3 feet; thence south 5° 22' east 140.1 feet to the point of beginning, containint 3.25 acres, more or less.

59-13
6

Tract No. 9: Beginning at a concrete monument, said monument being the northwest corner of Treppard Heights Subdivision, Sec. 7 of record in book 2900, page 13, Register's Office for said County, and running north 2° 50' west 757.9 feet to an iron pin; thence north 81° east 242.9 feet to an iron pin; thence south 4° 35' east 519 feet to a point of curve having a radius of 2290.4 feet; thence along said curve 58 feet to an iron pin; thence south 5° 22' east 140.1 feet to an iron pin in the northerly R.O.W. line of Hummingbird Drive; thence south 84° 18' west 25 feet to an iron pin; thence south 5° 22' east 50 feet to an iron pin; thence south 84° 18' east 293 feet to the point of beginning, containing 4.91 acres, more or less.

Being part of the same property conveyed to Arnold M. Felts and wife, Evelyn Felts, by deed from W. E. Batey, Trustee, of record in book 3575, page 224, Register's Office for said County.

3. That WIFE hereby agrees to convey and transfer all of her right, title and interest in and to the following real estate to HUSBAND, upon the granting of and by any final decree of divorce between the parties:

Land in the 13th Civil District of Davidson County, Tennessee, being two (2) separate tracts of a part of the Treppard Tract, J. R. Coarsey, Trustee, described according to a survey by Cantrell & Morrison, Engineers, as follows:

Tract No. 1 - Beginning at an iron pin in the southerly R.O.W. line of Kings Lane, said pin being the northwesterly property corner of the Treppard Tract, and running north 79° 00' east along said Kings Lane R.O.W. 50 feet to an iron pin; thence south 2° 56' east 652.7 feet to an iron pin; thence south 81° 30' west 293.9 feet to an iron pin; thence north 2° 50' West 55.5 feet to a cedar post; thence north 10° west 344.5 feet to a cedar post; thence north 81° 20' east 277.3 feet to a cedar post; thence north 2° 56' west 253.6 feet to the point of beginning, containing 3.14 acres, more or less.

59-13
6.5

Tract No. 1-A - Beginning at an iron pin in the southerly R.O.W. line of Kings Lane, said iron pin being 50' from the northwest corner of the Treppard Tract and running north 79° 00' east along said southerly R.O.W. line of Kings Lane 90 feet to an iron pin; thence, south 11° 00' east 655 feet to an iron pin; thence, south 81° 30' west 170 feet to an iron pin; thence, north 2° 56' west 652.7 feet to the point of beginning, containing 1.95 acres, more or less.

6.6

Being part of the same property conveyed to Arnold M. Felts and wife, Evelyn Felts, by deed from W. E. Batey, Trustee, of record in book 3575, page 224, Register's Office for said County.

Land in the 2nd Civil District of Cheatham County, Tennessee described as follows:

Beginning at an iron pin in the edge of Hicks Road; thence S. 63° E. 512 feet to a stone; thence N. 27° E. 177 feet to a stake; thence N. 47° E. 58 feet to a point in the center of State Highway No. 12 (U.S. Highway No. 41-A);

thence, with the center of said Highway, S. 37° 30' E. 460 feet to a point in the center of said Highway; thence S. 60° W. 865 feet to a stake; thence N. 29° 30' W. 552 feet to an iron pin; thence N. 25° E. 372 feet to the beginning, containing 6 1/2 acres, more or less.

Being the same property conveyed to Arnold Felts and wife Evelyn Jean Felts by deed of correction from Beulah Felts, Billy S. Felts, Ruth M. Jackson, Ila M. Linder, Judith F. Hill and Arnold Felts of record in Book 144, Page 432, Register's Office for Cheatham County, Tennessee.

4. HUSBAND hereby agrees to convey and transfer all of his right, title and interest in and to one certain 1972 Thunderbird automobile, now in the possession of WIFE, and likewise, WIFE hereby transfers all of her right, title and interest in and to one certain 1974 Ford truck and camper, now in the possession of HUSBAND.

5. That HUSBAND hereby gives, transfers to WIFE and relinquishes all claim or interest in and to all of the furniture, furnishings, carpets, drapes, pictures, lamps, appliances and all other household decorations now located at the above described real estate, 3961 Pheasant Drive, Nashville, Tennessee, for the use and benefit of WIFE.

6. That WIFE hereby agrees to transfer to HUSBAND and relinquishes all claim or interest in and to all of the farm equipment, including the Ford tractor and Bushhog, and all other tools and instruments and equipment relating to the farm or his sheet metal business, including any material which may be located at the home of the parties at 3961 Pheasant Drive, Nashville, Tennessee.

7. That HUSBAND hereby agrees to pay wife the sum of Three Thousand ($3,000.00) Dollars as alimony in solido, and in payment of any and all claims which she may have against him in monthly installments of One Hundred ($100.00) Dollars, beginning January, 1975, for thirty (30) months.

8. That HUSBAND hereby agrees to transfer ownership of one certain Fifteen Thousand ($15,000.00) Dollar insurance policy upon his life with the Shenandoah Life Insurance Company to WIFE.

9. That HUSBAND agrees to pay Howard F. Butler, Attorney for WIFE the sum of Seven Hundred and Fifty ($750.00) Dollars as his reasonable attorney's fees in three (3) monthly installments of Two Hundred and Fifty ($250.00) Dollars in January, February, and March, 1975.

IN WITNESS WHEREOF, HUSBAND and WIFE, have hereto set their hands at Nashville, Tennessee, this 3 day of Feb, 1975.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Arnold M. Felts
ARNOLD MARION FELTS

Sworn to and subscribed before me
this 6th day of February, 1975.

Lennie L. Thornton
Notary Public

My Commission Expires: 7/23/78

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Evelyn Jean Patton Felts
EVELYN JEAN PATTON FELTS

Sworn to and subscribed before me
this 3 day of February, 1975.

Freda R. Littleton
Notary Public

My Commission Expires: April 27, 1977

APPROVED FOR ENTRY:

J. L. Thompson
J. L. Thompson, III, Attorney for HUSBAND,
Arnold Marion Felts

Howard F. Butler
Howard F. Butler, Attorney for WIFE,
Evelyn Jean Patton Felts

C89830

BOOK 4894 PAGE 246

Mail
Evelyn Felts
3961 Pheasant Run
Nash. Tenn

IDENTIF. REFERENCE

MAR 7 8 28 AM '75

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

MAR-7 MISC A* 16.00 * 16.00

STATE OF TENNESSEE

Minute Book 15C
page 1270

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* Arnold Marion Felts *Plaintiff, and* Evelyn Jean Patton Felts *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* 7th *day of* March *in the year one thousand nine hundred and* Seventy-five *and in the* 199th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Dorothy Lackey, *D. C.*