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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE,

AT NASHVILLE

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P. 2 8
PW

BETSY CHARLINE GRAVES BROWN

VS.

FLOYD WAYNE BROWN

CASE NO. 75350

FINAL ORDER

This cause came on to be heard on the 14th day of February, 1975, before the Honorable Donald Arkovitz, Special Judge, holding the Fourth Circuit Court for Davidson County, Tennessee, upon Plaintiff's original Bill for Absolute Divroce, pro confesso, duly entered against the Defendant, testimony of the Plaintiff and two corroborating witnesses in open Court, statement of counsel, and upon the entire record in this cause, from all of which it appeared to the Court that the Defendant has been guilty of such cruel and inhuman treatment or conduct towards the Plaintiff as renders cohabitation unsafe and improper.

It is, THEREFORE, ORDERED, ADJUDGED AND DECREED, by the Court that the bonds of matrimony heretofore existing and subsisting between the Plaintiff, Betsy Charline Graves Brown, and the Defendant, Floyd Wayne Brown, be, and the same are absolutely and forever dissolved, and the Plaintiff is restored to all the rights and privileges of an unmarried person.

It further appeared to the Court that the Plaintiff is a person of good character and a suitable person to have the care, custody and control of the minor child of the parties, Melissa Gail Brown; and it is, therefore, ORDERED, ADJUDGED AND DECREED by the Court that Plaintiff, Betsy Charline Graves Brown, be, and she is hereby awarded sole and exclusive custody of the minor child of the parties, Melissa Gail Brown.

It further appeared to the Court that the parties have entered into a property settlement agreement, which was produced in open Court, said property settlement agreement having been executed by both the parties to this cause.

It is, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the property settlement agreement, dated the 7th day of November, 1974, between the parties hereto, be, and the same is hereby ratified and approved by this Court and made a part of this Court's decree and all of its terms and conditions are fully incorporated herein, the said property settlement agreement being in words and figures as follows, to wit:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into by and between BETSY CHARLINE GRAVES BROWN, hereinafter referred to as the Wife, and FLOYD WAYNE BROWN, hereinafter referred to as 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 petition for Absolute Divorce in the Circuit Court of Davidson County, Tennessee, 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 absolute care, custody and control of the minor child of the parties, Melissa Gail Brown, will be awarded to the wife with the right of visitation as set forth hereinafter given to the husband.

3. That the wife shall execute and deliver to the husband a Warranty Deed, conveying all her right, title and interest in the real property held as tenants by the entirety at 2890 Morgan Road, Joelton, Tennessee, to the husband in fee simple; and the husband agrees to assume the mortgage payments on said real property and to hold the wife harmless from any further obligations under said mortgage.

4. That the wife shall be vested with title to all the household furnishings and effects, together with a metal storage building on which there is presently an indebtedness; and the wife hereby agrees to retire any indebtedness outstanding on said household furnishings, together with the indebtedness outstanding on the metal storage building, and to hold the husband harmless for any further obligations for said indebtendesses.

5. That each of the parties shall be vested with the rights and interests to any of the items of personal property in their possession at the date of the signing of this agreement, to the exclusion of the other, and each party shall assume all indebtedness on any such property in their possession and make no demands upon the other for payment of any such indebtedness.

6. That the wife shall be vested with title to a 1968 Oldsmobile Cutlass automobile, for her sole and separate use, and the husband hereby agrees to execute all necessary documents to transfer title to said automobile to the wife.

7. That the husband shall pay to the wife the sum of Twenty-five and no/100 ($25.00) Dollars each week for the support and maintenance of the minor child of the parties; and the husband further agrees to pay all medical and dental expenses for said minor child in excess of those covered under insurance benefits.

8. That the husband shall have visitation rights with his minor child every other Sunday afternoon from 12:00 Noon until 7:00 P.M., away from the home of the wife.

9. It is expressly understood and agreed between the husband and the wife that the attorneys of record in this cause shall be paid in full by their respective clients.

10. 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.

It is expressly understood and agreed between the husband and wife that upon the husband complying with and doing all the things that are herein provided, and the wife doing all the things herein provided, the fullfulment 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.

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, one unto the other, of any and all claims of whatsoever nature 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.

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 through their respective attorneys of record.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this agreement this 7th day of November, 1974, at Nashville, Davidson County, Tennessee.

/s/ Betsy Charline Graves Brown
BETSY CHARLINE GRAVES BROWN

WITNESS:
/s/ Judy Binkley

/s/ Floyd Wayne Brown
FLOYD WAYNE BROWN

WITNESS:
/s/ John W. Kelley

It is further ORDERED by the Court that pursuant to the property settlement agreement of the parties, that all of the plaintiff's right, title and interest in and to the home of the

parties located at 2890 Morgan Road, in Joelton, Davidson County, Tennessee, is hereby divested and all of her said interest is vested in the Defendant, Floyd Wayne Brown, to be his in fee simple with the understanding that the Defendant shall hold the Plaintiff harmless on any mortgage indebtedness owed upon said property; said real estate being divested out of the Plaintiff and vested in the Defendant being more particularly described as follows, to wit:

> Land in Davidson County, Tennessee, being a tract of land in the 14th Civil District, described as follows:
>
> BEGINNING at a point, or stake, in the middle of Morgan Road, it being the north line of a 4.46 acre tract formerly sold to Darnell Williams; running thence South 63.30 degrees West 320.1 feet to a stake; thence South 3 degrees West 267 feet to a point or stake in the middle of Morgan Road; thence with the middle of said Morgan Road, North 36.5 degrees East 507 feet 10 inches to the beginning, containing .9 acres, more or less.
>
> BEING the same property conveyed to Floyd W. Brown and wife, Betsy C. Brown, by deed from James A. Hallman and wife, Dollie Jean Hallman, by deed of record in Book 4580, page 730, Register's Office for Davidson County, Tennessee.

It is further ORDERED by the Court that the child support payments hereinabove approved by the Court shall be paid directly into the office of the Circuit Court Clerk from the which the clerk is to deduct his usual commission and forward the net proceeds to the Plaintiff for the use and benefit of the said minor child.

It is further ORDERED that the Plaintiff will pay the cost of this cause, from which execution process of this Court may issue, if necessary.

DONALD ARKOVITZ, Special Judge

APPROVED FOR ENTRY:

James C. McBroom, Attorney for the Plaintiff

ORTALE, KELLEY, HERBERT & CRAWFORD

By: Robert W. Kelley
Attorney for Defendant

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T.
IDENTIF. REFERENCE

MAR 18 2 06 PM '75

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Mail To:
John Kelley
14th Floor
Third National
Bank Bldg.
Nashville, Tenn.

MAR 18TH MISC A* 10.00 * 10.00

Minute Book 95-A, Page No. 110 Entered: 2-26-75

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* BETSY CHARLINE GRAVES BROWN *Plaintiff, and* FLOYD WAYNE BROWN *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* 18th *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 Janet Kinea, *D. C.*