IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

ANNIE FAYE BROWN KIMBRO)
)
VS.) NO. 70969
)
FRANKLIN CORDELL KIMBRO)

Map 118-11
Par. 102
Mo

O R D E R

This cause came on to be heard February 8, 1974, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original bill of the complainant, answer of the defendant which was dismissed by order of the Court, witnesses introduced in open court and the entire record in this cause.

MAY28'74 MISC A* 6.00 * 6.00

From all of which the Court was of the opinion that the allegations contained in the original bill were fully sustained, that is, that the defendant has been guilty of such cruel and inhuman treatment or conduct toward the complainant as renders cohabitation unsafe and improper.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the complainant be and she is hereby granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court that whatever right, title or interest that the defendant has or may have in the real property hereinafter described be and the same is hereby divested out of him and vested in the complainant as her sole property:

> Being Lot No. 15 of Block "F" on the Plan of Berry Hill Gardens Subdivision, as of record in Book 1130, page 36, Register's Office for said County.
>
> Said Lot No. 15 fronts 66 feet on the westerly side of Erica Place and extends back 144 feet on the northerly line and 125 feet on the southerly line to the easterly line of Lots Nos. 4 and 5 in said Subdivision, measuring 102 feet thereon.
>
> Being the same property conveyed to Franklin Cordell Kimbro and wife, Annie Fay Kimbro, by deed from Robert J. Hill, Jr., and wife, Eileen D. Hill, of record in Book 3618, Page 451, Register's Office for Davidson County, Tennessee.

It is further ORDERED, ADJUDGED and DECREED by the Court that the property settlement agreement entered into by and between the parties on the 18th day of December, 1973, which is copied herein verbatim, be and the same is hereby approved in its entirety:

"PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT entered into this 18 day of Dec., 1973, by and between Franklin Cordell Kimbro, hereinafter referred to as 'husband' and Annie Faye Brown Kimbro, hereinafter referred to as 'wife':

WHEREAS, irreconcilable differences have arisen between the parties and a divorce action is being filed in the Circuit Court of Davidson County, Tennessee; and,

WHEREAS, the parties would like to enter into an agreement for the distribution of the jointly owned properties and assets, and a determination of child support and visitation rights, they therefore mutually agree as follows:

1. The parties agree that all rights, title and interest in the improved realty now owned by the husband and wife as a tenency by the entirety and located at 2823 Erica Place, Davidson County, Tennessee, shall be vested, upon the signing of this agreement, in the wife. The husband hereby agrees to execute any and all documents necessary to evidence this transfer of his interest.

2. All furniture and home furnishings located in the parties' residence at 2823 Erica Place will become the property of the wife, and the husband hereby agrees to execute any and all documents necessary to evidence this transfer of his interest.

3. The parties further agree that the wife shall have full custody of the minor child, Stephen Cordell Kimbro, of the parties and that the husband shall have reasonable visitation rights and privileges. Both parties agree that at all times they will act in good faith in interpreting the reasonableness of each request for visitation.

4. The parties recognize that the wife at the present time is making approximately double the salary of the husband and that she is in a much more secure financial position than is his present situation.

5. Each party agrees to bear their own attorney's fees which have or will be incurred in the above mentioned divorce action.

6. The parties agree that this agreement constitutes an equitable settlement of all of the properties of the parties, and any other property or assets not specifically mentioned shall remain the property of the party now having possession, custody or legal right.

7. It is further agreed between the parties that this agreement shall be presented to the Court having jurisdiction for adoption by that Court as the final and binding property settlement agreement and shall become a part of the final decree.

/s/ Franklin Cordell Kimbro
Franklin Cordell Kimbro

/s/ Annie Faye Brown Kimbro
Annie Faye Brown Kimbro"

The defendant will pay the costs of this cause for which execution may issue.

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IDENTIFICATION REFERENCE
FEE 28 1 55 PM '75
IX Z. WILKINS II REGISTER
DAVIDSON COUNTY, TENN.

O. K. FOR ENTRY:

s/ Benson Trimble
JUDGE

s/ Howard Butler, Howard F. Butler, Attorney for Complainant

I hereby certify that a copy of the foregoing order has been mailed to Mr. Cecil D. Branstetter, Attorney for Defendant, 216 Third Avenue, North, Nashville, Tennessee 37201, on February 8, 1974.

s/ Howard Butler

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* ANNIE FAYE BROWN KIMBRO *Plaintiff, and* FRANKLIN CORDELL KIMBRO *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* 28 *day of* MAY *in the year one thousand nine hundred and* SEVENTY-FIVE *and in the* 199th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By June Smith *D. C.*

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