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CLARA ELLISON WADE	)	IN THE PROBATE COURT OF
	)	
VS	)	DAVIDSON COUNTY, TENNESSEE
	)	
L. H. WADE	)	NUMBER 59589

18-16
JPW

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on this the 30th day of November, 1970, before the Honorable Shelton Luton, Judge, Probate Court of Davidson County, Tennessee, upon the petition for absolute divorce filed by the complainant, upon the answer to said petition filed by the defendant but it appearing to the Court from the statement of counsel that said cause was to be heard on an uncontested basis and it further appearing to the Court that a property settlement agreement had been reached by and between the parties, subject to the approval of the Court, and upon the testimony of the complainant and of her witnesses in open Court and upon the entire record in this cause,

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From all of which the Court finds that the defendant has been guilty of such cruel and inhuman treatment or conduct towards the complainant as renders cohabitation unsafe and improper.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that complainant be and she is hereby awarded an absolute divorce from the defendant restoring her to all the rights and privileges of an unmarried person and forever dissolving the bonds of matrimony between the complainant and the defendant.

It further appearing to the Court that the property settlement agreement reached between the parties is right and proper, said property settlement agreement is hereby approved.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that said property settlement agreement shall be made the decree of this Court and that the said property settlement agreement fully settles all property matters between the parties and hereafter the parties shall have no claim against one another except for the matters stated in the property settlement agreement and the parties shall have no claim against one another on account of homestead, dower, curtesy, alimony or any other marital rights inasmuch as said property settlement agreement is the full and final settlement of all matters between the parties. Said property settlement agreement is in words and figures as follows:

"PROPERTY SETTLEMENT AGREEMENT

WHEREAS, Clara Ellison Wade, and L. H. Wade, are husband and wife, but have encountered marital difficulties, and,

WHEREAS, Clara Ellison Wade, hereinafter referred to as "wife" and L. H. Wade, hereinafter referred to as "husband" wish to enter into this agreement subject to the approval of the Court, and to incorporate said agreement in any decree that may be entered in the pending case of Wade vs Wade, Number 58589 in the Probate Court of Davidson County, Tennessee.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. Wife shall receive the following items free and clear of any claim of husband:

(a) Six rooms of furniture, namely, dining room furniture, living room furniture, one bedroom furniture, one each girl bedroom furniture, one each boy bedroom furniture, den furniture and washer.

(b) 1965 Ford automobile.

(c) All of wife's personal clothing and all of children's personal clothing.

(d) $125.00 per month child support.

2. Husband shall receive free and clear of any claim of wife:

(a) The residence of the parties located at 223 New Brick Church Pike, Goodlettsville, Tennessee.

(b) 1969 Stationwagon.

(c) All of husband's personal clothing.

3. It is further agreed, subject to the approval of the Court that custody of the son and the daughter of the parties will be vested in the wife, with the absolute right given to the husband to see and be with the children whenever he pleases, which would include some week day visitation, some weekend visitation and some overnight visitation and some vacation visitation, some holiday visitation and some summer vacation visitations.

4. Each party will pay their own attorney.

5. Husband will pay the costs of this cause.

/s/ Clara Ellison Wade

/s/ L. H. Wade "

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the complainant, Clara Ellison Wade, shall have free and clear of any claim of husband, six rooms of furniture, namely dining room furniture, living room furniture, one bedroom furniture, one each girl bedroom furniture, one each boy bedroom furniture, den furniture and washer, the 1965 Ford automobile, all of her personal clothing and all of children's personal clothing.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the complainant, Clara Ellison Wade, shall receive and L. H. Wade shall pay, One Hundred Twenty-Five ($125.00) Dollars per month as child support and these payments may be made directly to Clara Ellison Wade.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all right, title and interest in and to the real estate located at 223 New Brick Church Pike, Goodlettsville, Tennessee is hereby divested out of the complainant, Clara Ellison Wade, and the entire right, title and interest is vested in the defendant, L. H. Wade, and hereafter the defendant, L. H. Wade, shall own said property in fee simple absolute without any claim against same by Clara Ellison Wade, either of dower, homestead, or any marital rights or any other rights and said property is described as follows:

> Land in Davidson County, Tennessee, being Lot No. 46 on the Plan of Burton Heights, of record in Book 3106, page 19, Register's Office of Davidson County, Tennessee. Said Lot No. 46 fronts 135 feet on the northerly side of New Brick Church Pike and run back 440.6 feet on the easterly line and 459.3 on the westerly line to a deadline in the rear on which it measures 105.2 feet.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant, L. H. Wade, shall have the 1969 Stationwagon free and clear of any claim of Clara Ellison Wade, and he shall have all of his personal clothing.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the complainant, Clara Ellison Wade, shall have custody of the son and the daughter of the parties with the absolute right given to the defendant, L. H. Wade, to see and be with the children whenever he pleases, which would include some week day visitation, some weekend visitation and some overnight visitation and some vacation visitation, some holiday visitation and some summer vacation visitations.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party will pay their own attorney.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant,

L. H. Wade, will pay the costs of this cause for which execution may issue if necessary.

APPROVED FOR ENTRY:

J. W. RUTHERFORD

CHARLES H. WARFIELD

JUDGE

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IDENTIF. REFERENCE

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REGISTER
DAVIDSON COUNTY, TENN.

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* (Clara E. Ellison) Wade *Plaintiff, and* L. H. Wade *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* 1st *day of* July *in the year one thousand nine hundred and* seventy-five *and in the* 199th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature], *D. C.*