Map - 136-10
Parcel - 2

BOOK 4941 PAGE 856

6/4/75
29B 547

IN THE FIFTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

SHIRLEY LOUISE ARDEN)
)
)
VS.) No. 78112
)
)
CLYDE THOMAS ARDEN)

FINAL DECREE

This cause came on to be heard on May 27, 1975 before the Honorable Stephen North, Judge, holding the Fifth Circuit Court for Davidson County, Tennessee, upon the complaint, the answer, the testimony of the plaintiff and her corroborating witnesses in open Court, statement of counsel for the respective parties and the entire record herein. From all of which it appeared to the satisfaction of the Court that the allegations of the complaint are fully sustained by the evidence, that is, that the defendant has been guilty of such cruel and inhuman treatment or conduct so as to render cohabitation unsafe and improper, and further that the plaintiff is entitled to the care, custody and control of the two minor children of the parties.

AUG 14 MISC A* 14.00 * 14.00

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore existing between the parties be and the same are hereby, forever and perpetually dissolved and that the plaintiff, Shirley Louise Arden, be, and she is hereby awarded an absolute divorce from the defendant and restored to all of the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED by the Court that the plaintiff be and she is hereby awarded the care, custody and control of the two minor children of theparties, Randall Ray Arden and Susan Renee' Arden, with reasonable visitation privileges being granted to the defendant herein.

And it further appearing to the satisfaction of the Court that the parties hereto have executed an agreement to settle and adjust their property rights and interests, said agreement being in words and figures, as follows, to-wit:

A G R E E M E N T

This Agreement made and entered into by and between SHIRLEY LOUISE ARDEN, hereinafter referred to as the "WIFE" and CLYDE THOMAS ARDEN, hereinafter referred to as the "HUSBAND", both citizens and residents of Davidson County, Tennessee;

W I T N E S S E T H:

Whereas, unhappy differences have arisen between the parties resulting in their separation; and,

Whereas, there is now pending in the Fifth Circuit Court of Davidson County, Tennessee, a divorce action instituted by the WIFE; and

Whereas, it is the mutual desire of the parties to this agreement to make a permanent,complete and final adjustment of all their property rights and interests of any kind and nature whatsoever.

NOW, THEREFORE, in consideration of the premises and other mutual covenants and conditions contained herein, the parties do mutually agree as follows:

1. The WIFE shall be vested with full fee simple title and ownership of the residence of the parties located at 2779 Smith Springs Road in Davidson County, Tennessee, which said property is now owned jointly and in the event of a final decree of divorce the WIFE shall be awarded all of the husband's right, title and interest in and to said property; provided, however, the WIFE shall indemnify and hold the HUSBAND harmless as to the mortgage indebtedness owed upon said real estate. A full and accurate description of said real estate shall be set forth in the final decree in which said property shall be divested out of the HUSBAND and vested in the WIFE.

2. In the event of a final divorce decree, the HUSBAND shall be divested of any right, title and interest he may have in and to the household furnishings, fixtures, appliances, equipment or any

other items contained in the home of the parties located at 2779 Smith Springs Road and all of his interest shall be vested in the WIFE. It is understood and agreed that the HUSBAND has prior to the execution of this agreement obtained possession of all of his personal belongings and similar items to which he is solely entitled.

3. The WIFE is hereby vested with title to the 1971 volkswagen automobile normally operated and possessed by her and the HUSBAND will execute any necessary certificates to place title to this vehicle in the WIFE. The WIFE does hereby release any interest that she may have in any other vehicle owned or possessed by the HUSBAND.

4. The HUSBAND agrees to indemnify and hold the WIFE harmless on any bank obligations or other note obligations owed by the parties, excepting the house mortgage heretofore referred to.

5. The parties agree that it is in the best interest of their minor children that the WIFE have the care, custody and control of the said children of the parties, subject to reasonable visitation privileges with the husband and also subject to the approval of the court in the pending domestic action.

6. The HUSBAND agrees that he shall maintain hospital and medical insurance for the benefit of the minor children until they attain the age of eighteen (18) years and will agree to pay any and all hospital, doctor or dental expenses of an extraordinary nature until they attain the age of eighteen (18) years. It is understood that the term extraordinary excludes any routine check-ups by doctors for colds or similar ailments.

7. The HUSBAND futher agrees that he will keep in full force and effect all of his present life insurance naming the two minor children of the parties, Randall Ray Arden and Susan Renee Arden, as equal beneficiaries thereof. Said policies are with the following companies in the amount set opposite the name of said company, to-wit:

Aetna Life Insurance ----------	$19,000.00
Founders Security Ins. Co.-----	5,000.00
National Life Ins. Co.----------	3,000.00
Tennessee Travelers ----------	1,000.00

8. The HUSBAND agrees that he shall pay over to the WIFE the sum of $300.00 each and every month for the support of the children of the parties during their minority with the understanding that said payments shall be made in equal installments on the first and fifteenth day of each month with the first such payment beginning the first day of June, 1975.

The HUSBAND agrees that as installment alimony he shall pay over to the WIFE the sum of $100.00 each and every month which payment shall be made in equal installments on the first and fifteenth day of each month with the first of such payment beginning on the first day of June, 1975. As an additional installment alimony the HUSBAND shall also pay over to the WIFE an amount equal to twenty percent (20%) of all net income coming into the husband's hands or paid to him by his employer as a result of commissions or bonuses over and above the HUSBAND'S base pay. Net income shall be defined as the amount of income payable to the HUSBAND after federal withholding taxes and social security taxes have been deducted. It is the understanding and intent of the parties by providing for this percentage provision that a substantial portion of the HUSBAND'S income from his regular employer, Codesco, is paid to him in the form of bonuses or commissions. The parties further understand and agree that the payment of this percentage shall be made by the HUSBAND to the WIFE within ten days following the payment of the same by his employer. The parties further understand and agree that said payments of installment alimony shall continue until the wife's death or remarriage, whichever event should first occur.

9. It is agreed by the parties that the WIFE'S solicitor of record in the pending divorce action, John W. Kelley, is entitled to a reasonable fee for services rendered to the Wife and that the HUSBAND shall pay or be awarded a judgment by the Court against him the wife's solicitor of record the sum of $500.00 as Attorneys fees and the HUSBAND further agrees that he shall pay any court costs in connection with the pending divorce action.

10. It is understood and agreed that this is a full, final and complete settlement of the property rights and interest of the parties, made and entered into of their own free will and accord and with the advice of their respective counsel. Said parties do further agree that other than as set forth in this agreement, they hereby waive and release any right or interest they may have in any property belonging to the other party or in any dower, homestead or alimony rights that may exist other than as set forth herein. It is further understood and agreed between the parties hereto that notwithstanding any language used in this instrument that it is the intent of the parties that this agreement shall be binding and valid only if and when the wife obtains a valid final decree of divorce from a Court of competent jurisdiction and this agreement is approved by said Court. They further agree that if so approved by the Court this agreement shall be made a part of the final decree and enforceable as such.

IN WITNESS WHEREOF, the parties hereto have set their hands to this instrument on this the 27th day of May, 1975.

Shirley Louise Arden
Shirley Louise Arden

Clyde Thomas Arden
Clyde Thomas Arden

John W. Kelley
John W. Kelley, Solicitor for Wife

Robert L. Jackson
Robert L. Jackson, Solicitor for Husband

And the Court being satisfied that the above agreement is a fair and reasonable settlement of the property rights and interest of the parties hereto and that it appropriately sets forth a reasonable amount for support and maintenance of the minor children, said agreement shall be ratified and approved by the Court in its entirety.

IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED by the Court that the above property settlement agreement executed by the plaintiff and the defendant, said agreement being set forth above in its entirety, be, and the same is hereby, approved in its entirety and made the judgment of this Court as fully and completely as though each and every item therein had been separately adjudicated and for the enforcement of any provision in said agreement the processes of this Court may issue, if necessary.

IT IS FURTHER ORDERED by the Court that pursuant to the above property settlement agreement herein approved, that all of the defendant's, Clyde Thomas Arden, right, title and interest in the following described real estate is hereby divested out of him completely and all of his said interest is vested in the plaintiff, Shirley Louise Arden, absolutely and in fee simple, as her sole and separate property, said real estate being more particularly described as follows, to-wit:

Land in Davidson County, Tennessee, being Lot No. 2 on the Plan of Castlegate, Section 1, as of record in Book 4460, page 115, Register's Office for said County.

Being the same property conveyed to Clyde T. Arden, Jr., and wife, Shirley L. Arden, as of record in Book 4762, page 108, Register's Office for said County.

IT IS FURTHER ORDERED by the Court that the costs of this cause are hereby adjudged against the defendant, for which execution may issue for the collection thereof as well as for the collection of any other item herein adjudicated, if the same be necessary.

Enter, this 4th day of June, 1975.

/s/ Stephen North
STEPHEN NORTH, JUDGE

APPROVED FOR ENTRY:

ORTALE, KELLEY, HERBERT & CRAWFORD

BY: John W. Kelley
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

The undersigned does hereby certify that a photostatic copy of this decree has been placed in the United States mail to the Honorable Robert Jackson, Attorney of record for the defendant herein, on this the 11 day of June, 1975.

John W. Kelley

111231

IDENTIF T REFERENCE

AUG 14 11 21 AM '75

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* Shirley Louise Crider *Plaintiff, and* Clyde Thomas Crider *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* 14th *day of* August *in the year one thousand nine hundred and* seventy five *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature], *D. C.*