7-9-75
97B/1211

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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

SUSAN LYNN BUSH	*	
	*	Mag. Par.
	*	
VS.	*	NO. 76915 52-1-765
	*	
	*	
CLYDE WILLIAM BUSH	*	

FINAL DECREE

This cause came on to be heard on Friday, the 20th day of June, 1975, before the Honorable Benson Trimble, Judge, upon the orignal bill filed herein, the pro confesso entered against the defendant, the interrogatories of the complainant and her corroborating witnesses, from all of which the Court is of the opinion and finds that the complainant has made out her cause as charged, to wit: that the defendant is guilty of such cruel and inhuman treatment as renders cohabitation unsafe and improper for her to be under his dominion and control, and she is entitled to an absolute divorce; that the agreed order entered on February 10, 1975, is found to be in the best interest of said minor child, Brady Todd Bush, and the order entered on February 26, 1975, is found to be fair and reasonable between the parties; and that the Property Settlement Agreement made and entered into by and between the parties on the 18th day of June, 1975, is fair and equitable and is approved by the Court.

It is, therefore, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore subsisting between the complainant and the defendant be, and the same are hereby forever and perpetually dissolved and the complainant is granted an absolute divorce from the defendant, Clyde William Bush.

It is, further ORDERED, ADJUDGED AND DECREED by the Court that the defendant, Clyde William Bush, pay to the complainant, Susan Lynn Bush, $30.00 each and every week as child support.

It is, further ORDERED, ADJUDGED AND DECREED by the Court that the defendant shall have the right of visitation with his minor son, Brady Todd Bush, each Saturday from Ten O'clock (10:00) A.M. until Four to Five O'clock (4:00 - 5:00) P.M.

It is, further ORDERED, ADJUDGED AND DECREED by the Court that the Property Settlement Agreement entered into by and between the parties be, and the same is hereby, approved and made a part of this decree, which Property Settlement Agreement reads in words and figures as follows:

"THIS AGREEMENT made and entered into this 18th day of May, 1975, by and between SUSAN LYNN BUSH, herein referred to as "Wife", and CLYDE WILLIAM BUSH, herein referred to as "Husband", both residents of the State of Tennessee,

W I T N E S S E T H

WHEREAS, the parties hereto have been married for approximately six (6) years, and one child was born during their marriage by the name of Brady Todd Bush who is now two (2) years of age; and

WHEREAS, certain differences and difficulties have arisen between the parties and they now live separate and apart from each other, and have no expectations of resuming their marital relationship; and

WHEREAS, the Wife has instituted divorce proceedings against the Husband, seeking an absolute divorce in the Fourth Circuit Court of Davidson County, Tennessee; and

WHEREAS, the parties have acquired certain personal property and real property located at 320 Neelys Bend Road, Nashville, Tennessee, and they desire to enter into an agreement respecting the rights, titles and interests in such property; and

NOW, THEREFORE, in consideration of the premises and other goods and valuable considerations, it is mutually understood and agreed by and between the Wife and the Husband as follows:

1. They shall live separate and apart from each other and neither shall harass or interfere with the other in any manner or in any way.

2. It is understood and agreed that all of the household goods, furniture and furnishings now located in the residence at 320 Neelys Bend Road, Nashville, Tennessee, shall be and become the sole and separate property of the Wife, except for clothing and personal items belonging to the Husband and the 19" RCA colored T.V., maple bedroom suite, portable tape player, and the chime clock, which items shall be and become the separate property of the Husband.

3. The Wife has purchased a 1973 Gremlin since the separation of the parties and she hereby agrees to pay any and all liens due and owing on said automobile. Furthermore, it is understood and agreed that the Wife shall transfer and convey to the Husband all of her right, title, and interest in a 1972 Pontiac automobile into the Husband's individual name and the Husband shall pay any and all liens due and owing on said automobile.

4. The Husband hereby agrees to allow the Wife to retain any and all savings accounts in the DuPont Credit Union.

5. It is further understood and agreed by the parties that the Husband will transfer into the Wife's individual name two cemetery lots located at Forest Lawn Cemetery, Goodlettsville, Tennessee, now owned by them in joint tenancy, and the Wife hereby agrees to assume any mortgages and/or liens on said property.

6. It is further understood and agreed by the parties that the Husband will transfer into the Wife's individual name the real property located at 320 Neelys Bend Road, Nashville, Tennessee, now owned by them as tenants by the entirety, and the Wife hereby agrees to assume any mortgages and/or liens on said real property.

7. The Husband further agrees to provide and maintain a hospital and medical insurance policy for the benefit of the minor child until said minor child reaches the age of 18 years.

8. The provisions herein made for the Wife shall be in lieu of any payment of alimony to which the Wife may or may not be entitled. The Wife agrees to accept the benefits thereof in full satisfaction of any such claims of alimony. The Wife, therefore, accepts these provisions in full satisfaction of all marital obligations of the Husband, and, except as herein provided, waives any right of support or maintenance by the Husband, and any other right which she may have against him or his estate by reason of the marriage relationship between the parties.

9. This agreement is not intended, nor shall it be construed to be an agreement for divorce, and is made without any agreement or admission on the part of either party that any allegations contained in any complaint filed against them are true. The Wife shall not seek an order granting her alimony or separate maintenance, but this agreement may be exhibited to the Court which may try any action instituted

by either party, and to the extent that the provisions of this agreement have not already been carried out by the time of the trial, such provisions may be made the decree of the Court.

10. This agreement shall be binding upon the parties, their heirs, legal representatives and assigns.

11. Susan Lynn Bush hereby warrants and agrees to hold Clyde William Bush harmless from any and all liabilities, monetary and otherwise growing out of his ownership of the parties' realty located at 320 Neely's Bend Road, Madison, Tennessee, and will fully compensate him, including attorney's fees, if necessary, for any loss upon his part.

Each party acknowledges that they have read the foregoing and that it is fair and reasonable in all respects.

This 18th day of May, 1975".

S/SUSAN LYNN BUSH

S/JERRY R. HUMPHREYS
Attorney for Complainant

S/EDWARD J. GROSS
Attorney for Defendant

S/CLYDE WILLIAM BUSH

It is further ORDERED, ADJUDGED, AND DECREED that the complainant's attorney, Jerry R. Humphreys, shall have and receive an attorneys fee of $250.00 from the defendant, Clyde William Bush.

It is further ORDERED, ADJUDGED AND DECREED by the Court that the defendant will pay the cost of this cause, for all of which, execution may issue, if necessary.

JUDGE

7-9-75

TO BE ENTERED:

Jerry R. Humphreys, Attorney
for Complainant

C E R T I F I C A T E

I hereby certify that I have mailed a copy of this Final Decree to Honorable Edward J. Gross, Suite 1710, Parkway Towers, Nashville, Tennessee, on this 2nd day of July, 1975.

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IDENTIF. REFERENCE

SEP 10 10 38 AM '75

REGISTER
DAVIDSON COUNTY, TENN.

SEP 10 75 MISC A* 10.00 * 10.00

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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* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Susan Lynn Bush *Plaintiff, and* Clyde William Bush *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* 10th *day of* September *in the year one thousand nine hundred and* seventy-five *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Patty Fraser, *D. C.*