Return to Lawrence E. Levine
L & C. Comer 7-31-75

Map 147-6,
Parcel 103

1391B/721

IN THE FIRST CIRCUIT COURT

OF DAVIDSON COUNTY, TENNESSEE

BOOK 4957 PAGE 757

SYLVIA HENSON]
]
]
vs.] NO. 76750
]
]
WILLIS EDGAR HENSON]

DIVORCE DECREE

This cause came on to be heard on this 28th day of July, 1975 before the Honorable William Rutherford, Judge of the First Circuit Court of Davidson County upon the testimony of the plaintiff, Sylvia Henson and her two witnesses and upon the appearance in Court of the plaintiff's attorney, Lawrence E. Levine and the appearance of the defendant's attorney, Tom Proctor.

It appearing to the Court that the defendant is guilty of cruel and inhuman treatment to the complainant and it further appearing to the Court that the property settlement agreement is approved; 10-1-75 Minick 10.00 Total 10.00

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court:

1. That Sylvia Henson be granted an absolute divorce from Willis Edgar Henson on the grounds that Willis Edgar Henson is guilty of such cruel and inhuman treatment and conduct towards his spouse which renders cohabitation unsafe and improper and;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that all right title and interest which Willis Edgar Henson has in and to the following described improved real estate in Davidson County, Tennessee:

> Land in Davidson County, Tennessee, being Lot No. 50 on the Plan of Battery Crest, Section One, as of record in Book 2900, Page 91, Register's Office for said County.
>
> SAID Lot No. 50 fronts 82.53 feet on the westerly side of Milner Drive and extends back 243.85 feet on the northerly line and 218.22 feet on the southerly line to a dead line, measuring 109.6 feet thereon.
>
> SAID the same property conveyed to Willis Edgar Henson and

wife, Sylvia A. Henson, by deed from Donald P. Jones and wife, Saundra Butler Jones of the record in Book 4541 Page 770, Register's Office for Davidson County, Tennessee.

be and the same is hereby, divested out of him and all right title and interest in and to the above-described property be, and the same is hereby, vested in fee, simple, absolute in Sylvia Henson as her sole and separate property, subject, however, to any outstanding indebtedness thereon, including a first and second deed of trust securing two loans, respectively, which the said Sylvia Henson agrees to liquidate and pay in full. As to said outstanding debts on said property, the said Sylvia Henson shall hold the said Willis Edgar Henson harmless thereon.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said Willis Edgar Henson will hold Sylvia Henson harmless on all debts which were outstanding at the time of the parties hereto separated and which he has agreed, covenants and is hereby ordered, to pay in full and;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that Sylvia Henson is restored to her maiden name and she shall hereafter be known by the name of Sylvia Alexander and;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the property settlement agreement heretofore entered by and between the parties is approved by the Court and that each and every item of said property agreement; which shall become an order of the Court. Said property agreement provides in words and figures as follows:

"WHEREAS, SYLVIA HENSON and WILLIS EDGAR HENSON, have agreed to an equitable division of their property and alimony in solido and wish to enter into a written agreement to clearly spell out the terms thereof.

NOW, THEREFORE, the husband and wife, as evidenced by their signatures hereto, agree that:

1. SYLVIA HENSON shall receive the real property of the parties located at 4807 Milner Drive, Nashville, Tennessee of

record in Book 4541, Page 770 Register's Office of Davidson County, Tennessee, in fee simple absolute.

2. That SYLVIA HENSON shall receive as alimony in solido all the personal property located in said house with the exception of the following items:

A. One cherry rocking chair
B. One dresser with mirror
C. One rocking chair
D. One dining room table
E. One table brackett marble top
F. One cane back rocking chair
G. Two straight back chairs
H. One mantle clock
I. Silverware that was inherited by Willis Edgar Henson from his grandparents
J. One globe lamp
K. One trailer, motor and boat
L. Camping equipment
M. Life jackets
N. Depth finder
O. Trolling motor
P. Fishing equipment
Q. One mahogany chest for silverware

3. Both parties specifically agree that the real and personal property that SYLVIA HENSON is receiving shall be free from any and all claims whatsoever of her husband, WILLIS EDGAR HENSON.

4. The parties further agree that the personal property that WILLIS EDGAR HENSON is receiving from SYLVIA HENSON shall be free from any and all claims of SYLVIA HENSON.

5. The parties specifically agree that SYLVIA HENSON shall pay the second mortgage on the house of which there is an approximate balance of $1,900.00.

6. The parties specifically agree that SYLVIA HENSON will be responsible for the repair of the closet in the master bedroon and for repair of the side of the house as well as she should pay for the repair of the outside of the house.

7. The parties specifically agree that WILLIS EDGAR HENSON shall pay for the balance due on the queen size bedroon suite and shall pay for the balance due on the den furniture.

8. The parties specifically agree that WILLIS EDGAR HENSON is to pay any and all bills of the parties that remain from the

time before the parties separated.

9. Each of the parties agree to pay their own attorney's fees.

10. That WILLIS EDGAR HENSON releases any and all claims that he may have had to a joint bank account, the balance of which was removed by SYLVIA HENSON.

11. It is understood and agreed that this agreement shall in no way restrict either of the parties' right to maintain any suit for divorce.

12. It is further understood and agreed that in the event of an absolute divorce is granted, this agreement shall be incorporated in the final decree, insofar as it undertakes to settle the matters of alimony and property rights, subject of course, to the approval of the Court.

13. It is further understood and agreed that this agreement is intended as a final settlement of the respective parties' property rights. Each party hereby waives and relinquishes to the other all present and future rights, and claims to the other parties' property under the laws of any jurisdiction, including without limitation, dower, courtesy, rights to take against the will of the other, inheritance, descent or distribution, and this agreement applies to all real and personal property owned by the husband and wife herein.

14. Both parties acknowledge that the provisions of this agreement are fair, adequate and staisfactory in keeping with their standard of living and reasonably expected requirements.

15. It is understood that this agreement is entered into without undue influence, fraud, coercion, or misrepresentation. The provisions of this agreement and its legal effect are fully known by each of the parties, and that each party acknowledges that they have had the advice of counsel, and that this agreement is entered into voluntarily."

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the cost of this case shall be assessed against the defendant, Willis Edgar Henson and;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that all of the above orders of the Court including but not limited to the property settlement agreement shall be enforced by execution if necessary.

JUDGE 8-31-75

APPROVED FOR ENTRY

Lawrence E. Levine attorney for Sylvia Henson

Tom W. Proctor, Jr.

Tom Proctor attorney for Willis Edgar Henson

FEE $ RECEIVED AT REGISTER DAVIDSON COUNTY, TENN.

OCT 1 3 37 PM '75

IDENTIFICATION REFERENCE

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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 correct transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Sylvia Henson *Plaintiff, and* Willis Edgar Hanson *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* 29 *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 B. Johnson, *D. C.*