12-8-75

BOOK 4988 PAGE 455 99A/492

THOMAS LEON SMITH	)	
	)	
	)	IN THE FOURTH CIRCUIT COURT OF
VS.	)	DAVIDSON COUNTY, TENNESSEE
	)	NO. 69898
	)	
JUDY MARIE SMITH	)	

map 44-9
par 23

D E C R E E

This cause came on for hearing on this the 26th day of November, 1975, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the petition to terminate house payments and to set visitation privileges with the minor children, with the parties reaching an agreement as evidenced by the signature of their respective counsel which is as follows:

The said Judy Marie Smith Tony agrees to purchase the interest of the petitioner, Thomas Leon Smith, Jr., in the real estate located at 211 Rayon Drive, Old Hickory, Tennessee, and held by them as tenants in common for the sum of $3,500.00. Further, to effectuate this purchase, the petitioner shall be given credit in the amount of $3,500.00 in his child support payments being paid now at the rate of $50.00 per week and he shall make no child support payments to Judy Marie Smith Toney, commencing the date of November 30, 1975, and continuing sixty-nine (69) weeks thereafter until he has received the equivalent of $3,500.00 credit upon his child support payment schedule. After the sixty-ninth week, the petitioner shall resume his regular payment of $50.00 per week as child support. Further, the said Judy Marie Smith Toney shall receive said real estate through this decree subject to the mortgage thereon which she agrees to pay commencing December 1, 1975. It is further agreed that the 1975 property taxes on said real estate shall be paid one-half by petitioner, Thomas Leon Smith, Jr. and one-half by respondent, Judy Marie Smith Toney. It is further agreed that the said Thomas Leon Smith, Jr. shall receive the real estate in the state of Florida and the respondent shall execute a Quitclaim Deed to him and he shall assume all indebtedness thereon. The parties further

agree that the visitation privileges of the petitioner shall remain as they are now from 12:00 P.M. Sunday until 8:00 P.M. Sunday night;

It is, therefore, ORDERED, ADJUDGED, and DECREED that the agreement as between the parties hereinabove set forth should be and is hereby approved and made the judgment of this Court and in accordance therewith all the right, title, and interest the defendant, Thomas Leon Smith, Jr., has in and to the real estate at 211 Rayon Drive, Old Hickory, Tennessee, is hereby divested from him and reinvested in the said Judy Marie Smith Toney to be hers absolute and in fee simple, and she shall assume all mortgage payments and repair and maintenance expenses thereon commencing December 1, 1975. Said real property is more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 243 and a tract lying immediately to the south thereof on the Plan of Rayon City, Old Hickory, Tennessee, as of record in Book 843, page 13, Register's Office for said County, described together according to a survey made by Murray D. Shanklin, dated September 17, 1971, as follows:

BEGINNING at a point in the southerly margin of Rayon Drive at the common corner of Lots 243 and 244; thence with the line between said lots, South 10° 53' West 150 feet to a point; thence South 23° 22' West 116 feet to a point; thence South 79° 40' East 75.07 feet to a point; thence North 10° 53' East 113.32 feet to the common rear corner of Lots 242 and 243; thence with the line between said lots, North 10° 53' East 149.2 feet to a point in the southerly margin of Rayon Drive; thence with the same, North 79° 07' West 50 feet to the point of beginning.

Being the same property conveyed to Thomas L. Smith, Jr. by Floyd H. Denton and wife, Virginia P. Denton by record in Deed Book 4542, Page 623.

It is further ORDERED and DECREED that all right, title, and interest the respondent has in and to the lot in Lee County, Florida is hereby divested from her and vested in the said Thomas Leon Smith, Jr. to be his absolute and in fee simple and the respondent shall execute a Quitclaim Deed to him and he will assume all indebtedness thereon. Said property described more particularly as follows:

Land in Lee County, Florida, being Lot Nos. 63 and 64, Block 17, Unit 2, Sec. 24, Township 455, Range 27 E, Lehigh Acres Subdivision according to the plat of Lehigh Acres, Lee County, Florida.

Being the same property conveyed to Thomas L. Smith, Jr. and wife, Judy W. Smith, by Installment Contract from Lehigh Acres Development Inc., dated November 15, 1968, Contract No. T-202226 of record in Book _____, Page _____, Register's Office of Lee County, Florida, with the said Thomas L. Smith, Jr. and wife, Judy W. Smith, having since been divorced by decree of the Fourth Circuit Court of Davidson County, Tennessee, of record in Book _____, Page _____, Circuit Court Clerk's Office, and with the said Judy W. Smith being one and the same person as Judy Smith Toney.

It is further ORDERED and DECREED that the $3,500.00 credit upon the petitioner's child support for his equity in the homeplace of the parties payable at $50.00 per week commencing on November 30, 1975, and continuing for sixty-nine (69) weeks thereafter wherein during said period the child support is held in abeyance shall not be continued as abandonment by said petitioner to be considered in any petition for adoption of said minor children and the $50.00 per week support shall resume after the sixty-ninth (69th) week has passed.

The costs of this cause shall be paid equally by the parties herein.

S/
JUDGE

APPROVED FOR ENTRY: 12-8-75

Muriel Robinson
Attorney for Petitioner

Howard F Butler
Attorney for Respondent

I certify that a copy of this decree has been mailed to the Honorable Howard F. Butler, 26th Floor, First American Center, Nashville, Tennessee, this the 3 day of December, 1975.

Muriel Robinson
Attorney for Petitioner

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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*~~ true copy of a decree *had in said Court in the case heretofore prosecuted and determined therein, between* Thomas Lee Smith *Plaintiff, and* Judy Marie Smith *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* January *in the year one thousand nine hundred and* Seventy-Five *and in the* 206th year ~~*year*~~ *of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Robert Murrah D. C.

APPROVED FOR ENTRY:

12-8-75

JUDGE

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being the same property conveyed to Thomas L. Smith, Jr. and wife, Judy W. Smith, by Installment Contract from Lehigh Acres Development Inc., dated November 15, 1968, Contract No. T-10272G of record in Book ____ Page ____, Register's Office of Lee County, Florida, with the said Thomas L. Smith, Jr. and wife, Judy W. Smith, having since been divorced by decree of the Fourth Circuit Court of Davidson County, Tennessee, of record in Book ____, Page ____, Circuit Court Clerk's Office, and with the said Judy W. Smith being the same person as Judy Smith Toney.

FELIX Z. ____ REGISTER DAVIDSON COUNTY, TENN.
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It is further ORDERED and DECREED that the $3,500.00 credit upon the petitioner's child support for his equity in the homeplace of the parties payable at $50.00 per week commencing on November 30, 1975, and continuing for sixty-nine (69) weeks thereafter wherein during said period the child support is held in abeyance shall not be continued as abandonment by said petitioner to be considered in any petition for adoption of said minor children and the $50.00 per week support shall resume after the sixty-ninth (69th) week has passed.

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The costs of this cause shall be paid equally by the parties hereto.

JUDGE

APPROVED FOR ENTRY:

12-8-75

RECORDER'S MEMO: Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.