6-28-74
88C/335

BOOK 4993 PAGE 436

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

Map - 149 - 4 Par. 70

ROBERTA MCGILL WISE]
]
]
-vs-] NO. 72725
]
]
JIMMIE HOWARD WISE]

FINAL DECREE

FEB-2[illegible] MISC 8* 10.00 * 10.00

This cause came on to be heard on the 25th day of June, 1974 before the Honorable Benson Trimble, Judge, upon the petition for absolute divorce filed by the complainant, personal service of process upon the defendant, pro confesso being duly entered, submission to the Court of the interrogatories of complainant and her two witnesses, submission to the Court of property settlement agreement heretofore signed by all parties, and from the entire record in this cause. From all of which the Court finds that the defendant has been guilty of such cruel and inhuman treatment or conduct toward complainant as renders further cohabitation unsafe and improper. It is hereby

ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved and the complainant, Roberta McGill Wise, is granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED AND DECREED by the Court that the property settlement agreement of the parties heretofore submitted to the Court is approved in all respects and made a part of this Decree by inclusion, as follows:

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court of Davidson County, Tennessee a petition for absolute divorce filed by ROBERTA MCGILL WISE, hereinafter called Wife, against JIMMIE HOWARD WISE, hereinafter called Husband, and

WHEREAS, these parties are presently living separate and apart as the result of certain irreconcilable difficulties which have occurred during their marriage, and

WHEREAS, these parties desire to enter into a property settlement agreement and tender same to the Court for approval in the event a decree of divorce is granted in this cause, and

WHEREAS, these parties are aware of their possessions and assets and their responsibilities and obligations, one to the other.

NOW, THEREFORE, in consideration of $1.00 cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do agree as follows:

(1) Wife is to proceed to trial on a non-contested basis.

(2) Custody of the three minor children of the parties shall be awarded to the wife with unlimited and liberal visitation privileges reserved to the Husband at reasonable times and places.

(3) Husband agrees to pay the sum of $245.00 per month as permanent child support.

(4) Husband agrees to accept full responsibility for the balance due on a certain promissory note in the approximate amount of $1,200.00 due and owing and unpaid to the Charlton Real Estate Company.

(5) All right, title and interest which the Husband has in and to the real property of the parties located at 2612 Edge O Lake Drive, Nashville, Davidson County, Tennessee, shall be divested out of him and sole ownership shall be vested in the Wife, it being her obligation to accept full responsibility for the balance due on the mortgage.

(6) All right, title and interest which the Husband has in and to the household furniture and furnishings of the parties shall be divested out of him and sole ownership in said personal property shall

be awarded to the Wife. Wife shall hold harmless the Husband for any balance due on said property.

(7) All right, title and interest which the Husband has in and to the 1969 Chevrolet automobile shall be awarded to the Wife, it being his further obligation to convey the title to said automobile into her name.

(8) Husband agrees to maintain hospital and medical insurance coverage on the three minor children until they attain the age of eighteen (18) years.

(9) Husband agrees to maintain the three minor children as beneficiaries of his present life insurance policy on his life until such time as each child has attained the age of eighteen (18) years.

(10) Any attorneys fees to be paid to Wife's solicitor of record, Robert L. Jackson, will be the sole responsibility of the Wife.

Both parties agree to sign any and all documents, deeds, contracts, or titles necessary to carry out the full prupose and intent of this agreement. They both acknowledge having read this agreement in its entirety prior to signing and that they signed same voluntarily.

WITNESS OUR HANDS, this 5th day of June, 1974.

Loretta McGee Rice
WIFE

Robert L. Jackson
SOLICITOR FOR WIFE

Jimmie Howard Weis
HUSBAND

Robert H. Jennings, Jr.
SOLICITOR FOR HUSBAND

It is further ORDERED, ADJUDGED AND DECREED by the Court that the absolute care, custody and control of the three minor children of the parties, to-wit: Jefferey Lee Wise, Jennifer Lynn Wise and Jimmie Howard Wise, Jr., shall be awarded to the complainant, with unlimited and liberal visitation privileges reserved to the defendant at reasonable times and places.

It is further ORDERED, ADJUDGED AND DECREED by the Court that the defendant shall pay the sum of $245.00 per month as child support, said payments to be made directly to the complainant beginning July 1, 1974.

It is further ORDERED, ADJUDGED AND DECREED by the Court that all right, title and interest which the defendant has in and to the real property of the parties located at 2612 Edge-O-Lake Drive, Nashville, Davidson County, Tennessee, more specifically described as follows:

> Being Lot No. 383 on the Plan of Edge-O-Lake Estates, Section VI, as of record in Book 3700, pages 15 and 16, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 383 fronts 80.0 ft. along the northerly margin of Edge-O-Lake Drive and runs back between lines which measures 149.54 ft. on the east line and 149.44 ft. on the west line, to a dead line in the rear, upon which it measures 80.0 ft.
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> Being the same property conveyed to Jimmie H. Wise and wife, Roberta M. Wise, by deed from James W. Carroll and wife, Patricia Carroll, of record in Book 4752, page 787, Register's Office for said county.
>
> Map 199-4, Parcel 70.

shall be divested out of him and sole and exclusive ownership of said property is awarded to the complainant, Roberta McGill Wise, it being her full responsibility to pay the balance due on the mortgage indebtedness thereon.

The costs of this cause are taxed against the defendant, for all of which execution may issue, if necessary.

s/ Beacon Trimble
JUDGE
6-28-74

APPROVED:
s/ Robert L. Jackson
Solicitor for Complainant

BOOK 4993 PAGE 440

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IDENTIFICATION REFERENCE

FEE
DAVIDSON COUNTY, TENN.

Docket No. 72725 880/335

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 ~~correct manuscript~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Roberta McGill Wise *Plaintiff, and* Jimmie Howard Wise *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* 2nd *day of* February *in the year one thousand nine hundred and* seventy-six *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Patty Fraser, *D. C.*