BOOK 4997 PAGE 458

IN THE SIXTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

64-1
28pd

REBECCA GAIL HARRILL]

-vs-] NO. 80988

JAMES EDWARD HARRILL]

ORDER

This cause came on to be heard on the 15th day of January, 1976 before the Honorable James M. Swiggart, Judge, upon the petition for absolute divorce filed by the complainant, personal service of process upon the defendant, default judgment being duly granted, submission to the Court of property settlement agreement signed by all parties, testimony of complainant and her two corroborative witnesses, statement of counsel in open court 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 therefore

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

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

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

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Sixth Circuit Court of Davidson County, Tennessee, a petition for absolute divorce filed by REBECCA GAIL HARRILL, hereinafter called Wife, against JAMES EDWARD HARRILL, hereinafter called Husband, under Docket Number 80988, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a property settlement agreement and submit same to the Court for approval in the event a decree of divorce is granted in this cause, and

WHEREAS, each party has been advised of his respective rights and responsibilities, 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 will obtain the divorce on a non-contested basis.

(2) The absolute care, custody and control of the two minor children of the parties, to-wit: Amy Marie Harrill and Katherine Elizabeth Harrill, will be awarded to the Wife with the right of reasonable visitation reserved to the Husband.

(3) Husband agrees to pay the sum of ~~$200.00~~ $175.00 per month as child support, said payments to be made directly to the Wife, the first payment being due in January 1976.

(4) The 1974 Gran Prix Pontiac automobile shall be awarded to Wife and the 1975 Trans Am automobile shall be awarded to Husband.

(5) All right, title and interest which the Husband has in and to the real property of the parties located at 205 Montchanin Drive, Old Hickory, Tennessee shall be divested out of him and the sole and exclusive ownership shall be vested in the Wife, fee simple, absolute.

(6) All the household furniture, furnishings and personal property shall be awarded to the Wife, it being her responsibility to pay the balance of mortgage to Henshaw Furniture Company which presently exists on said furniture. Husband will be awarded his personal clothing, jewelry and ornaments of the person.

(7) Wife hereby relinquishes and waives any and all demands, past, present or future, for alimony from Husband and Husband likewise

relinquishes and waives any and all rights or claims as curtesy or otherwise against the real property of the Wife.

(8) The parties agree to pay Wife's solicitor of record, Robert L. Jackson, an attorney fee of $500.00, one-half of said fee to be paid by Wife and one-half of said fee to be paid by Husband.

Both parties agree to sign any and all documents, deeds, titles or instruments necessary to carry out the full purpose and intent of this agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to signing same and have signed same voluntarily.

WITNESS OUR HANDS, this 12 day of Jan, 1976, as to Wife, and the 9th day of January, 1976, as to Husband.

This Agreement is subject to any amendment or modification the parties may enter into which shall be attached hereto, made a part hereof, and incorporated herein.

Linda L. Harris
WIFE

Robert L. Jackson
SOLICITOR FOR WIFE

HUSBAND

Thomas M. Black
SOLICITOR FOR HUSBAND

AMENDMENT AND MODIFICATION OF

PROPERTY SETTLEMENT AGREEMENT BOOK 4997 PAGE 461

The parties do hereby agree to the following as an amendment and modification of the Property Settlement Agreement this date executed and said amendment is hereby incorporated in and made a part of said Agreement as if fully copied therein verbatim:

1. Husband shall have visitation privileges with the minor children of the parties on Saturday or Sunday of every weekend from 9:00 a.m. to 6:00 p.m. and he shall have visitation privileges during the evening of one weekday every week from 5:00 p.m. to 8:00 p.m.

2. In addition to those items awarded Husband as set forth in paragraph (6) of said Settlement Agreement, he shall be awarded the following items of personal property: portable television set, console stereo and components including the turntable, the green chair now located in the den of the parties' residence, all work tools, the gold mirror, and the recliner rocker now located in the den of the parties' residence.

3. Any and all Smuggler's Inn stock currently in the name of Husband shall remain solely in Husband's name and Wife agrees to obtain said certificate(s) and place same in Husband's possession.

WITNESS OUR HANDS, this 12 day of Jan, 1976, as to Wife, and the 9th day of January, 1976 as to Husband.

Rebecca L. Harrell
WIFE

Robert L Jordan
SOLICITOR FOR WIFE

HUSBAND

Thomas M Black
SOLICITOR FOR HUSBAND

It is further ORDERED AND ADJUDGED that the defendant will be allowed sixty (60) days within which to request the Court to resolve any dispute as to the Smuggler's Inn stock referred to in Item #3 of the amendment and modification of property settlement agreement. Should he fail to bring such matter to the attention of the Court within sixty (60) days from the date of this Order, then all his rights to any such dispute are hereby waived, relinquished and barred.

It is further ORDERED AND ADJUDGED that all right, title and interest which the defendant, James Edward Harrill, has in and to the real property of the parties located at 205 Montchanin Drive, Old Hickory, Davidson County, Tennessee, more particularly described as follows:

> Land in the 4th Civil District of Davidson County, Tennessee, being Lot No. 177 on the Plan of Brandywine Farms, Section IX, as of record in Book 4460, page 40, Register's Office for said County.
>
> Said Lot No. 177 fronts 150.0 ft. on the northerly side of Montchanin Drive and runs back 324.7 ft. on the westerly line and 308.9 ft. on the easterly line, to a line in the rear, on which it measures 129.8 ft.
>
> Being the same property conveyed to James E. Harrill and wife, Rebecca L. Harrill, by deed from Custom Quality Homes, Inc., of record in Book 4690, page 575, RODC, Tennessee.

shall be divested out of him and the sole and exclusive ownership shall be vested in the complainant, Rebecca Gail Harrill, in fee simple, absolute ownership.

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

_____
JUDGE

APPROVED:

_____
Attorney for Complainant

_____
Attorney for Defendant

D 36380

BOOK 4997 PAGE 463

IDENTIF. REFERENCE

FEB 17 3 40 PH '76

REGISTER
DAVIDSON COUNTY, TENN.

mail to:
Robert Jackson
American Trust Bldg.
Nashville
Tenn

FEB 17 MISC B* 12.00 * 12.00

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~~ True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Rebecca Gail Harrill *Plaintiff, and* James Edward Harrill *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* 17th *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 D. Boulton, *D. C.*