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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

SUZIE MAYBERRY SINOR)
)
VS.) NO. 59016
)
DELBERT THEODORE SINOR, JR.)
)

69-12
51 pd

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This cause came on to be heard before theHonorable Earl McNabb, Special Judge of the Fourth Circuit Court for Davidson County, Tennessee, on September 14, 1970 upon the original bill for divorce, pro confesso heretofore entered, personal service, witnesses heard in ipin Court, statement of counsel, and upon the entire record. From all of which the Court finds that the allegations in the bill are fully sustained, that is, that the defendant is guilty of such cruel and inhuman treatment towards the complainant as renders further cohabitation unsafe and improper.

It is, therefore, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony subsisting between the parties be and the same are hereby dissolved, and the complainant Suzie Mayberry Sinor, is awarded an absolute divorce from the defendant Delbert Theodore Sinor, Jr., and she is restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties through and by counsel have entered into a property settlement agreement and the Court finds the same to be proper and approves the property settlement agreement and is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

This agreement made and entered into by and between SUZIE MAYBERRY SINOR (hereinafter referred to as the "WIFE") and DELBERT THEODORE SINOR, JR. (hereinafter referred to as the "HUSBAND") this 1 day of July, 1970, at Nashville, Tennessee.

W I T N E S S E T H :

WHEREAS, there is now pending in the Fourth Circuit Court for Davidson County, Tennessee, a domestic action by and between the parties named above under docket dumber 59016; and,

WHEREAS, the parties hereto now desire to enter into this agreement subject to the approcal of this Court for the purpose of making final disposition of all property which they jointly own; and,

WHEREAS, the parties hereto agree that in the event a decree of divorce is franted in the Fourt Circuit Court that this agreement may be incorporated into said decree and shall thereby determine the rights of the parties as hereinafter set out;

NOW THEREFORE, in consideration of the premises and the mutual agreements of the parties hereinbefore and after mentioned, the parties, and each of them, hereby afte as follows:

1. The Wife shall have and retain as her sole and separate property the homeplace located at 2201 Courtney Avenue, Nashville, Tennessee, which was heretofore owned by the parties as tenants by the entirety, The Wife shall assume payment of the balance of all indebtedness on said homeplace, including the mortgage loan at Lovell & Malone in Nashville, Tennessee, The Wife further agrees to hold the husband from any claims against him arising out of her failure to pay all or any portion o f the balance of said indebtedness. The Husband agrees to execute any and all necessary instruments and documents to effect the transfer the said real property to the Wife, including a Quitclaim deed.

2. The Wife shall have and retain as her sole and separate property a certain 1964 Dodge automobile free and clear of all claims by the Husband and the Husband shall execute and deliver any and all instruments necessary to effect this transfer, including a bill of sale and a title certificate.

3. The wife shall have and retain as her sole and separate property free and clear of any and all claims of the Husband all of the household goods, furniture and items located at the homeplace at 2201 Courtney Avenue in Nashville, Tennessee, with the execption of a certain valet, an M-1 rifle and shooting gear and trophies, clothing and personal items which shall be the sole and separate property of the Husband.

4. The Wife hereby acknowledges that the provisions of this agreement as to the property settlement are fair, adequate, reasonable and satisfactory and that therefore she accepts these provisions in full satisfaction of all marital obligations of the Husband and except as hereinbefore provided the

wife waives any right of alimony or support and maintenance by the Husband any any other right which she may have against him or his estate by reasons of the marital relationship between the parties.

IN WITNESS WHEREOF, the parties have entered into this agreement by subscribing hereto their respective signatures on the day and date aforesaid.

It is therefore, ORDERED, ADJUDGED and DECREED that this property settlement agreement be and is hereby made the judgment of this Court.

The defendant will pay the costs of this cause.

S/ Earl A McNabb
JUDGE

APPROVED FOR ENTRY:

S/ Wm A. Parsons
Solicitor for Complainant

S/ C. Ed Cromer
Solicitor for Defendant

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FOR REFERENCE
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DAVIDSON CO. TENN.
REGISTER

Docket # 59016

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 transcript~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Suzie Mayberry Diner *Plaintiff, and* Dilbert Theodore Diner, Jr. *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* 18th *day of* December *in the year one thousand nine hundred and* Seventy *and in the* 195th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Rebecca Backlon, *D. C.*