99A/80

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

M133-9 P.8
M160 P.126
PN

MAURICE BROWN BREWER)
)
VS) NUMBER 76892
)
BETTY BROWN HARWELL BREWER)

BOOK 5014 PAGE 141

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on this the 7th day of November, 1975, before the Honorable Benson Trimble, Judge, Fourth Circuit Court of Davidson County, Tennessee, upon the petition for absolute divorce of the plaintiff, Maurice Brown Brewer, and said cause was heard on an uncontested basis and upon the testimony in open court of plaintiff and his corroborating witnesses and upon the property settlement agreement submitted to the Court which among other items include provisions for adjustment of the respective rights and interests of the plaintiff and defendant in all jointly owned properties.

From all of which the Court finds that the allegations of the petition are sustained by the proof and defendant has been guilty of such cruel and inhuman treatment or conduct towards plaintiff as renders cohabitation unsafe and improper.

IT IS, THEREFORE, ORDERED that plaintiff be and he is hereby awarded an absolute divorce from defendant and plaintiff is restored to all the rights and privileges of an unmarried person and the bonds of matrimony heretofore subsisting between plaintiff and defendant are hereby dissolved.

It further appears and the Court so finds that there are properties jointly owned by plaintiff and defendant, including real estate, cars, household items, bank accounts and other properties concerning which there needs to be a division of the respective rights and interests of plaintiff and defendant.

It further appearing to the Court that the property settlement agreement

is right and proper and represents a division of the properties of the plaintiff and defendant, said property settlement agreement is hereby approved by the Court and each and every provision of the property settlement agreement is hereby made a decree of the Court, and the property settlement agreement is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

Plaintiff, Maurice Brown Brewer, and defendant, Betty Brown Harwell Brewer, enter into this agreement subject to the approval of the Court:

1. Defendant shall own a 1976 Monte Carlo Chevrolet automobile free and clear of any indebtedness and free and clear of any interest of the plaintiff and plaintiff will immediately following the final decree transfer title to said automobile to defendant.

2. Defendant will retain as her sole and separate property free and clear of any interest of plaintiff all of the household furniture, household furnishings and household effects that are now in the family home.

3. Defendant has either used or is entitled to use certain money in the amount of $719.94 which was at one time in a joint account. Defendant acknowledges receipt of this money.

4. Defendant is entitled to retain the $3,000.00 which was realized from the sale of a 1973 Pontiac automobile and defendant acknowledges that she has received this sum.

5. Plaintiff will pay defendant the sum of $57,500.00 in cash at the time of the divorce decree and defendant will retain said money free and clear of any interest of plaintiff.

6. Plaintiff will pay defendant the sum of $500.00 per month as alimony until defendant's death or remarriage whichever event occurs first and upon the occurrence of the first of these events, all of these alimony payments shall cease. It is understood by and between the parties that such alimony payments are deductible by plaintiff for income tax purposes

as alimony and are taxable to defendant.

7. Plaintiff will pay to defendant the sum of $300.00 per month for child support for the support of the minor child, Michelle Brewer, and such payments will continue until Michelle Brewer becomes eighteen (18) years of age at which time such payments will cease. It is further understood that if at any time Michelle Brewer is not in the custody of defendant that such child support payments would cease.

8. Plaintiff has made provision for payment of all hospital and medical bills of every kind for the minor children, Tammy Brewer and Michelle Brewer.

9. Plaintiff will take the minor children, Tammy Brewer and Michelle Brewer, as dependents and exemptions on his Federal Income Tax Return.

10. While it is understood that both parents have a continuing right, obligation and interest in the rearing of the minor children, it is understood that the minor child, Tammy Brewer, will be in the custody of plaintiff and the minor child, Michelle Brewer, will be in the custody of defendant and plaintiff and defendant will have reasonable rights of visitation with the minor child which is in the custody of the other party.

11. Plaintiff will provide and pay premiums on a life insurance policy on his life and defendant will be beneficiary so long as she remains unmarried. The face amount of such insurance policy will be $50,000.00.

12. Plaintiff will pay his attorney and defendant will pay her attorney.

13. Plaintiff will provide the entire child support for the minor child, Tammy Brewer, so long as she is in his custody and until age eighteen (18).

14. All property, real, personal, mixed or otherwise not specifically awarded to defendant in this property settlement agreement which the parties or either of them hold in either name or both shall become the sole and

separate property of the plaintiff, Maurice Brown Brewer. The decree will effectuate some of these transfers, but as to any transfers not so effectuated in the decree,defendant will execute any and all documents necessary to fully effectuate this purpose.

15. Plaintiff and defendant shall hereafter have no rights against one another arising out of the marital relationship including, but not limited to, homestead, dower, curtesy, inheritance, descent, distribution, alimony, rights of election against the other's will and all other rights arising out of the marital relationship except such rights as are expressly given in this property settlement agreement.

16. It is agreed that plaintiff is represented by attorney, Charles H. Warfield. It is agreed that defendant is represented by attorney, M. A. Peebles. Both plaintiff and defendant have had the advantage of legal advice throughout this case and in regard to this property settlement agreement. Plaintiff and defendant represent that each of them has fully read this property settlement agreement, has had legal advice concerning same and does understand the agreements contained therein and the legal effect of same. This agreement has been entered into by plaintiff and defendant voluntarily and without any fraud, coercion or duress.

Charles H Warfield
CHARLES H. WARFIELD

Maurice Brown Brewer
MAURICE BROWN BREWER

M. A. Peebles
M. A. PEEBLES

Betty Brown Harwell Brewer
BETTY BROWN HARWELL BREWER

IT IS ORDERED that all right, title and interest of the defendant, Betty Brown Harwell Brewer, be divested out of defendant, Betty Brown Harwell Brewer, and be vested in plaintiff, Maurice Brown Brewer, in the following described real estate in Davidson County, Tennessee, so that hereafter plaintiff, Maurice Brown Brewer, shall own said real estate

in fee simple absolute free and clear of any claim by defendant, Betty Brown Harwell Brewer, and said real estate is more particularly described as follows:

133-9
8

Land in Davidson County, Tennessee, being Lot No. 41 on the Plan of Allied Industrial Park, Section 10, as of record in Book 4060, page 159, Register's Office for said County.

Said Lot No. 41 fronts 100.00 feet on the southerly side of McNally Drive and runs back between lines, 241.82 feet on the westerly line and 248.41 feet on the easterly line to a dead line in the rear on which it measures 100.21 feet.

Being the same property conveyed to Maurice Brewer and wife, Betty B. Brewer by Installment Deed from C. V. Hitchcock of record in Book 4600, page 876, Register's Office of Davidson County, Tennessee.

IT IS ORDERED that all right, title and interest of the defendant, Betty Brown Harwell Brewer, be divested out of defendant, Betty Brown Harwell Brewer, and be vested in plaintiff, Maurice Brown Brewer, in the following described real estate in Davidson County, Tennessee, so that hereafter plaintiff, Maurice Brown Brewer, shall own said real estate in fee simple absolute free and clear of any claim by defendant, Betty Brown Harwell Brewer, and said real estate is more particularly described as follows:

160
29

Being Lot No. 14 on the Plan of Bokor Heights, Section 2, as of record in Book 4300, page 1, Register's Office for said County, to which reference is hereby made for a metes and bounds description.

Being property conveyed to Maurice Brewer and wife, Betty B. Brewer by Warranty Deed from Zoltan J. Bokor, et ux, of record in Book 4822, page 956, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to restrictive covenants of record in Book 4330, page 676, Register's Office for Davidson County, Tennessee; owner's certificate, a 75-foot minimum building setback line from Hillview Drive and South Hillview Drive and a 10-foot easement for public utility and drainage purposes, as shown on plan of record in Book 4300, page 1, said Register's Office.

IT IS ORDERED that all right, title and interest of the defendant, Betty Brown Harwell Brewer, be divested out of defendant, Betty Brown Harwell Brewer, and be vested in plaintiff, Maurice Brown Brewer, in the following described real estate in DeKalb County, Tennessee, so that hereafter plaintiff, Maurice Brown Brewer, shall own said real estate in fee simple absolute free and clear of any claim by defendant, Betty Brown Harwell Brewer, and said real estate is more particularly described as follows:

> Being Lot (s) No (s) 6 Section One, of the Holiday Haven Subdivision, a plat of which is of record in Deed Book T-3, page 424, Register's Office, DeKalb County, Tennessee
>
> Being the same property conveyed to Maurice B. Brewer and wife, Betty Brown Brewer by General Warranty Deed from Holiday Haven, Inc. of record in Book B-4, Page 213-214, Register's Office of DeKalb County, Tennessee.

IT IS ORDERED that all right, title and interest of the defendant, Betty Brown Harwell Brewer, be divested out of defendant, Betty Brown Harwell Brewer, and be vested in plaintiff, Maurice Brown Brewer, in the following described real estate in Wilson County, Tennessee, so that hereafter plaintiff, Maurice Brown Brewer, shall own said real estate in fee simple absolute free and clear of any claim by defendant, Betty Brown Harwell Brewer, and said real estate is more particularly described as follows:

> Property situated and lying in the 1st Civil District of Wilson County, Tennessee, the same being Lot #19 of Gay Winds Subdivision, Section 1, plat of which is of record in Surveyor's Book #3, Page 67, Register's Office of Wilson County, Tennessee, the same being more particularly described as follows:
>
> Said Lot #19 fronts 100 feet on the northerly side of Gay Winds Drive and runs back between lines 346.1 feet on the easterly side and 369.9 feet on the westerly side to a line in the rear, measuring 102 feet thereon.
>
> Being all of the same property conveyed to Maurice B. Brewer and wife, Betty Brewer, by deed from George E. Powell, et ux, of record in Book 199, Page 276, Register's Office for Wilson County, Tennessee.

IT IS ORDERED that any and all stocks, bonds, or securities of any nature which are in the name of the parties shall hereafter be owned solely by plaintiff, Maurice Brown Brewer, and all interest of defendant, Betty Brown Harwell Brewer, is hereby divested out of her and is vested in plaintiff, Maurice Brown Brewer and it is ordered that defendant will execute any and all documents necessary to effectuate such transfer.

IT IS ORDERED that the costs be paid by plaintiff.

IT IS ORDERED that execution may issue to enforce any provisions of this decree. The Court being concerned about the custody arrangement of Michelle Brewer specifically retains future custody matters relative to said child.

APPROVED FOR ENTRY:

Charles H Warfield
CHARLES H. WARFIELD

M. A. Peebles
M. A. PEEBLES

CO	MO
WD	MS 1400
TD	ST
CC	ST
MR	PF
UCC	TOTAL 1400

D 44099
TENNESSEE REFERENCE
APR 8 3 26 PM '76
REGISTER'S OFFICE

Entered this 10 day of Nov, 1975.

JUDGE

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* MAURICE BROWN BREWER *Plaintiff, and* BETTY BROWN HARWELL BREWER *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* 9th. *day of* APRIL *in the year one thousand nine hundred and* SEVENTY-SIX *and in the* 200th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Jane Smith, *D. C.*

MINUTE BOOK 99A PAGE 80