Map 31/part 152 16

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BOOK 5015 PAGE 781

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CHARLOTTE CLARK BIRTHRIGHT, ]
]
Plaintiff, ]
]
VS. ] No. 81384
]
THOMAS WAYNE BIRTHRIGHT, ]
]
Defendant. ]

APR 15 MISC B* 10.00 * 10.00

DIVORCE DECREE

This cause came on to be heard on the 4th day of March, 1976 before the Honorable Stephen North, Judge of the Fifth Circuit Court for Davidson County, Tennessee upon the complaint for absolute divorce filed by the plaintiff, the testimony of the plaintiff, the testimony of witnesses, statements of counsel, and the entire record in this cause, from all of which the Court finds that the defendant was personally served with process on January 7, 1976 and that the defendant has been guilty of such cruel and inhuman treatment or conduct towards the plaintiff as to render further cohabitation unsafe and improper.

It is therefore ORDERED, ADJUDGED AND DECREED that the bonds of matrimony subsisting between CHARLOTTE CLARK BIRTHRIGHT and THOMAS WAYNE BIRTHRIGHT be and same are hereby perpetually dissolved and that the parties be restored to all the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED AND DECREED that the Settlement Agreement entered into between the parties be and same is hereby approved in all respects and incorporated fully vertabim as follows:

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

SETTLEMENT AGREEMENT BOOK 5015 PAGE 782

THIS AGREEMENT is made and entered into by and between CHARLOTTE CLARK BIRTHRIGHT (hereinafter referred to as Wife) and THOMAS WAYNE BIRTHRIGHT (hereinafter referred to as Husband).

W I T N E S S E T H:

That the parties hereto were lawfully married on March 4, 1966 in Nashville, Tennessee. As a consequence of certain irreconcilable difficulties that have arisen between the parties, the Wife has filed a petition for absolute divorce. The parties are desirous of making a final and permanent settlement agreement with respect to their various assets.

Therefore, for and in consideration of the mutual promises and agreement contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. Real Estate - All right, title and interest to the parties' residence located at 824 Brookhollow Road in Nashville, Davidson County, Tennessee will vest solely in the Wife and the Husband will be divested of all right, title and interest in same. The Wife will assume as her sole obligation payments for the real estate, commencing with the payment to be made in March, 1976 and will hold the Husband harmless for any liability he may incur for any payment for said real estate. The real estate is of record at Book 4496, page 895, Register's Office for Davidson County, Tennessee and is more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 201 on the Plan of Horton Heights, Section C, as of record in Book 2133, page 69, Register's Office for Davidson County, Tennessee.
>
> SAID Lot No. 201 fronts 124.1 feet on the easterly side of Brook Hollow Road and extends back 195.2 feet on the northerly line and 350.0 feet on the southerly line to a dead line in rear, which is a broken line measuring a total of 235.4 feet thereon.
>
> BEING the same property conveyed to Billy B. Jarrett and wife, Colette Brown Jarrett by deed from William L. Lovell, Jr. and Cherry Carpenter, d/b/a Cherry Carpenter Company, of record in Book 4114, page 281, Register's Office for Davidson County, Tennessee.

It is understood and agreed that part of the consideration for the transfer of this property is the agreement of the Grantees to assume the unpaid balance of a note secured by a Trust Deed to Murphree Mortgage Company of record in Book 4114, page 283, Register's Office for Davidson County, Tennessee, and also that the escrow account in connection with the aforesaid Deed of Trust is hereby transferred to said Grantees".

2. Household Furnishings and Furniture - All right, title and interest to the parties' household furnishings will vest in the Wife and the Husband will be divested of any right, title and interest in same, with the exception of the antique secretary and stereo equipment, all right, title and interest to which will vest in the Husband.

3. Automobiles - All right, title and interest to the 1973 Cadillac automobile and the 1973 Chevrolet Truck will vest in the Husband and the Wife will be divested of all right, title and interest in such motor vehicles. All right, title and interest in the 1973 Camero automobile will vest in the Wife and the Husband will be divested of all right, title and interest in same. The Husband will assume as his sole obligation the outstanding balance on the 1973 Chevrolet Pickup Truck and will hold the Wife harmless for any liability she may have for such payments.

4. Coin Collection - All right, title and interest of the parties' coin collection will vest in the Wife and the Husband will be divested of all right, title and interest in same.

5. Savings Accounts - All right, title and interest to the funds in the savings account with the Third National Bank and the savings account with the First Tennessee National Bank will vest in the Wife and the Husband will be divested of all right, title and interest in same. The proceeds of all other bank accounts will vest in the husband.

6. Indebtedness - The Husband will assume as his sole obligation the outstanding notes with First American National Bank and First Tennessee National Bank and will hold the Wife harmless for any liability she may have for same.

7. [illegible]

8. Attorney's Fees - Husband will pay to the Wife's attorney an attorney's fee of $300.00.

9. Additional Instruments - Each of the parties shall, from time to time, execute, acknowledge and deliver any and all further instruments that may be reasonably required to give full force and effect to the provisions of this agreement.

THIS AGREEMENT, if and when approved by a Court of competent jurisdiction in Davidson County, Tennessee, and incorporated into any final decree of divorce which might be granted to the parties, shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might accrue to either in the future, except as otherwise herein provided, and as provided by law. Specifically included in this agreement are any claims for support, maintenance, alimony, attorney's fees, dower, homestead, inheritance or any other interest or demand which might otherwise be asserted by either party against the other, or against the property or estate of the other.

WITNESS our hands on this ___ day of _____, 1976.

CHARLOTTE CLARK BIRTHRIGHT

WITNESS

THOMAS WAYNE BIRTHRIGHT

WITNESS

It is further ORDERED, ADJUDGED AND DECREED that the cost in this cause be taxed to the defendant for which execution may issue.

Enter This 5 Day of March, 1976

JUDGE

APPROVED FOR ENTRY:

BARRETT, BRANDT & BARRETT, P.C.

BY: _____
Robert S. Brandt
Attorney for the Plaintiff

D 4487.9

IDENTIF. REFERENCE

APR 15 4 25 PM '76

FELIX A. REGISTER
DAVIDSON COUNTY, TENN.

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a copy of the foregoing Divorce Decree to Charles Williams, Attorney for the Defendant, 310 Gallatin Road S., Madison , Tenn. on this 4 day of March, 1976.

_____
Robert S. Brandt

# 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* CHARLOTTE CLARK BIRTHRIGHT *Plaintiff, and* THOMAS WAYNE BIRTHRIGHT *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* 15th *day of* April *in the year one thousand nine hundred and* seventy-six *and in the* two hundredth *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

*By* Bonnie Arnett, *D. C.*