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IN THE SIXTH CIRCUIT FOR DAVIDSON COUNTY, TENNESSEE

AT GALLATIN

51-11-57

PERNIE ELVA PHELPS MISC Plaintiff	)	B* 12.00 * 12.00
vs	)	FILE NUMBER 79915
EDWIN ARTHUR PHELPS Defendant	)	

FINAL DECREE

THIS CAUSE came on to be heard before the Honorable James M. Swiggart, on the 31st day of March, 1976, upon the Interrogatories of Plaintiff and witnesses, and Plaintiff's Complaint for Divorce, and upon all other pleadings filed in this cause, from all of which it duly appeared that the facts charged in the Complaint are true, that the Defendant, EDWIN ARTHUR PHELPS, has been guilty of cruel and inhuman treatment toward the Plaintiff, PERNIE ELVA PHELPS.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the bonds of matrimony heretofore subsisting and existing between the Plaintiff, PERNIE ELVA PHELPS, and the Defendant, EDWIN ARTHUR PHELPS, be absolutely and perpetually dissolved and that they be restored to all rights and privileges of unmarried persons and that the Plaintiff, PERNIE ELVA PHELPS, be granted an absolute divorce.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Property Settlement previously entered into by both parties is approved by the Court and is as follows:

(SEE ATTACHED)

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ENDERSONVILLE
TENN. 37075

PROPERTY SETTLEMENT

THIS Agreement made and entered into this 22 day of March, 1976, between PERNIE ELVA PHELPS, hereinafter referred to as "WIFE", and EDWIN ARTHUR PHELPS, hereinafter referred to as "HUSBAND":

W I T N E S S E T H :

WHEREAS, the parties hereto are Husband and Wife, having been married on January 3, 1958, and there are issues of said marriage, said issues having reached their majority, and;

WHEREAS, certain difficulties have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship, and it is the desire of both parties to finally and for all time to determine and settle their property rights, all dower and homestead rights and all other rights of whatever description existing between the parties arising out of the marital relationship;

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. "HUSBAND" will pay alimony in the amount of THREE HUNDRED ($300.00) DOLLARS per month to "WIFE" beginning on April 1, 1976, and being payable on the first day of each and every month thereafter.

2. "WIFE" shall have all right, title and interest in the parties' residence located at 309 Freda Villa, Madison, Tennessee, subject only to the first mortgage. Husband agrees to pay off second mortgage at the time said residence is sold. "HUSBAND" further agrees to execute whatever instruments are necessary to convey his interest to "WIFE".

3. "HUSBAND" will be responsible for paying both first and second mortgage payments on said house located at 309 Freda Villa, Madison, Tennessee, for a period of six (6) months from the execution of this Agreement, or until the said house is

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sold, whichever occurs first.

4. "HUSBAND" will maintain and pay for the "WIFE's" hospital and medical insurance.

5. "HUSBAND" will convey all right, title and interest in the 1973 Buick automobile to "WIFE".

6. "HUSBAND" will be entitled to the following items of personal property:

(1) fishing boat
all hand tools
all fishing gear and camping equipment
(2) aluminum ladders
(1) swivel metal desk chair
all garden tools, possession of which will be turned over to "HUSBAND" upon the sale of the parties' residence
any and all guns belonging to "HUSBAND"
all Stock in the Jewel Company
any and all retirement funds belonging to "HUSBAND"

7. It is further understood and agreed that this Agreement shall in no way restrict either party's right to maintain any suit for divorce, and it shall in no way restrict either party's right to make a defense to such suit. It is further understood and agreed by and between the parties that in the event a suit is filed and a divorce is granted, this instrument shall be incorporated in the Divorce Decree insofar as it undertakes to settle the matter of alimony and the property rights of the parties hereto.

8. It is further understood and agreed that this Property Settlement Agreement is intended to be a final settlement of agreement of the property rights of the respective parties hereto and is a full discharge of "HUSBAND" from all other obligations to support "WIFE", and a discharge from all other claims arising out of their marital relationship and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, alimony and support, right to act as administrator

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or executor of the other's estate and this Agreement applies to all property now owned by "HUSBAND" and "WIFE", or any property that either of them may acquire in the future.

9. Each of the parties hereto covenants with the other that from this date forward neither will contract any indebtedness upon the credit of the other, and that if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

10. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

11. "WIFE" accepts the provisions of this Agreement in full and final settlement of all claims and demands for alimony or for any other provision for support and maintenance for herself and fully discharges "HUSBAND" from all such claims and demands except as is provided in this Agreement.

12. It is further understood and agreed by and between the parties that this Property Settlement Agreement is entered into without undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily and with advice of Counsel.

IN WITNESS WHEREOF, the said parties have, having read this instrument and familiarized themselves with its contents, signed and executed this instrument on the date above written.

Pernie Elva Phelps
PERNIE ELVA PHELPS
"WIFE"

Edwin Arthur Phelps
EDWIN ARTHUR PHELPS
"HUSBAND"

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ATTORNEYS AT LAW
HENDERSONVILLE
TENN. 37075

STATE OF TENNESSEE

COUNTY OF

Personally appeared before me, Gloria Allman a Notary Public, the within named PERNIE ELVA PHELPS, who acknowledged that she executed the above instrument for the purposes therein contained.

WITNESS this my hand and official seal, this 12th day of March, 1976.

Gloria Allman
NOTARY PUBLIC

My commission expires: 2-17-80

STATE OF TENNESSEE

COUNTY OF

Personally appeared before me, Ruby Jane Brown a Notary Public, the within named EDWIN ARTHUR PHELPS, who acknowledged that he executed the above instrument for the purposes therein contained.

WITNESS this my hand and official seal, this 22 day of March, 1976.

Ruby Jane Brown
NOTARY PUBLIC

My commission expires: 8-3-77

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be assessed against the Defendant, EDWIN ARTHUR PHELPS, for all of which let execution issue if necessary.

THIS DECREE was pronounced on the 31st day of March, 1976, ~~now for then~~.

Enter This 31st Day of March, 1976

IDENTIF. REFERENCE

JUN 9 2 40 PM '76

REGISTER
DAVIDSON COUNTY, TENN.

D52974

JUDGE

PREPARED BY

KELLY & JONES

BY: F. Dulin Kelly
F. DULIN KELLY
ATTORNEYS FOR PLAINTIFF

18B/956

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* Pernie Elva Phelps *Plaintiff, and* Edwin Arthur Phelps *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* 22nd. *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 D. Buttrey, *D. C.*

KELLY & JONES
ATTORNEYS AT LAW
HENDERSONVILLE
TENN. 37075