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IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

ROY FRANKLIN DAVIS)
)
-VS-) NO. 77113 72-9-251
)
LORETTA VIRGINIA GOSSETT DAVIS)

FINAL DECREE

This cause came on to be heard on this 24th day of November, 1975, before the Honorable J. William Rutherford, Judge of the First Circuit Court of Davidson County, Tennessee, upon the original bill for divorce, personal service upon the Defendant, JUN 15 MISC B* 6.00 * 6.00 default judgment heretofore taken, testimony of Complainant and witnesses in open Court, statement of counsel, and the entire record in this cause; from all of which the Court is of the opinion that the Defendant has been guilty of such cruel and inhuman treatment or conduct towards Complainant thereby entitling Complainant to an absolute divorce from the Defendant. The Court is further of the opinion that the property settlement agreement entered into by and between the parties should be ratified and affirmed in all respects and made a part of this decree by the inclusion of the same, as follows:

PROPERTY SETTLEMENT AGREEMENT

This Agreement made and entered into this 24th day of November, 1975, by and between ROY FRANKLIN DAVIS and LORETTA VIRGINIA GOSSETT DAVIS, hereinafter referred to as "husband" and "wife" respectively:

W I T N E S S E T H :

WHEREAS, the parties were married March 4, 1950, in Chattanooga, Tennessee, and separated on July 15, 1974, in Nashville, Tennessee, the place of their present residence; and,

WHEREAS, certain difficulties and differences have arisen between the parties and they have lived separate and apart since July 15, 1974, and are both of the opinion and conclusion that they can no longer live together as man and wife; and,

WHEREAS, the husband has filed his complaint for divorce in the Circuit Court for Davidson County, Tennessee, such complaint being filed January 20, 1975; and,

WHEREAS, the husband and wife have reached an understanding relative to their real and personal property and desire that this understanding be reduced to writing and that it be made a part of the final divorce decree in this cause, provided a divorce is granted by the Court.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, husband and wife do agree as follows:

(1) The husband will pay as alimony to the wife the sum of Two Hundred ($200.00) Dollars per month direct to the wife, such payments to be due on the first day of each month.

(2) Title to the home of the parties at 1017 Fairwin Avenue, Nashville, Tennessee, and the household goods contained therein shall become the sole property of the wife and title thereto shall be divested out of the husband.

(3) Wife agrees that she will hold the husband harmless from any liability on his part due to her assumption of the first mortgage on the real estate to be vested in the wife.

(4) Title to the 1973 Malibu automobile is to be divested out of husband and vested in wife.

(5) Husband agrees to maintain policies of insurance on his life currently payable to the children of the parties, without changing beneficiaries thereof, such policies being issued by Woodmen of the World Life Insurance Society and being further identified as Policies Nos. 2278313 and 3032621.

(6) The parties hereto agree to execute any and all conveyances and/or documents necessary to carry out the intent of this agreement.

This agreement contains the entire agreement between the parties and shall be binding upon the parties, their heirs, legal representatives and assigns if approved by the Court.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and date first above written.

/s/ Roy Franklin Davis

/s/ Loretta Virginia Gossett Davis

/s/ William J. Faimon
Attorney for Husband

/s/ James C. Dale, III
Attorney for Wife

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the Complainant, Roy Franklin Davis, be, and is hereby awarded an absolute divorce from the Defendant, Loretta Virginia Gossett Davis, and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court that the property settlement agreement entered into by and between the parties as hereinabove set out be, and is hereby

ratified and affirmed in all respects.

The costs of this cause are taxed against the Defendant for which execution will issue, if necessary.

JUDGE 11-25-75

APPROVED FOR ENTRY:

WILLIAM J. FAIMON
ATTORNEY FOR COMPLAINANT

IDENTIF. REFERENCE
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JUN 15 11 12 AM '76
DAVIDSON COUNTY, TENN.

I hereby certify that a copy of this Final Decree has been mailed to Mr. James C. Dale, III, Attorney for the Defendant, on this 25th day of November, 1975.

WILLIAM J. FAIMON

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* Roy Franklin Davis *Plaintiff, and* Loretta Virginia Gossett Davis *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* June *in the year one thousand nine hundred and* Seventy-six *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. LaRey, D. C.