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SHIRLEY ANN WHITE WILKINSON	]	IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE
VS.	]	
MAXIE ROYCE WILKINSON	]	NO. 82069

map parcel 28

D E C R E E

JUL-12 MISC B* 14.00 * 14.00

This cause came on to be heard on this the 21st day of May, 1976, before the Honorable Benson Trimble, Judge, Division IV, Circuit Court of Davidson County, Tennessee, upon the original bill of the plaintiff, personal service of process, and default judgment, the defendant having failed to answer within the time allowed by law. Defendant, however, was represented by counsel, Harold E. Collins, an attorney of the Nashville Bar, who appeared on behalf of the defendant. Upon application of the plaintiff that the plaintiff be permitted to submit her proof by interrogatories, plaintiff's application was granted, and the matter was taken under advisement by the Court, subject to the receipt of the interrogatories. Thereafter, said interrogatories of the plaintiff and her corroborating witnesses, together with certain exhibits attached thereunto, were submitted to the Court. From the testimony of the plaintiff and her corroborating witnesses, and the exhibits attached thereunto, the Court is of the opinion that the plaintiff did satisfactorily prove her grounds for divorce, that is, that the defendant has been guilty of such cruel and inhuman treatment towards her as renders further cohabitation unsafe and improper.

It is, therefore, ORDERED, ADJUDGED AND DECREED that the plaintiff, Shirley Ann White Wilkinson, is awarded an absolute divorce from the defendant, Maxie Royce Wilkinson, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. Plaintiff is restored to all the rights and privileges of an unmarried person.

It further appearing to the Court that the parties had entered into a property settlement agreement, and that the same is approved and ratified by the Court, it is, therefore, ORDERED, ADJUDGED AND DECREED that said aforementioned property settlement shall become a portion of this final decree, and as follows:

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PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT entered into on this the 9th day of April, 1976, by and between Shirley Ann White Wilkinson, hereinafter known as "Wife", and Maxie Royce Wilkinson, hereinafter known as "Husband"; and

WHEREAS, Wife has caused to be filed in the Domestic Relations Court of Davidson County, Tennessee, a petition for absolute divorce; and

WHEREAS, at this time, the parties desire to settle certain questions concerning disposition of property, alimony, etc., but in so doing, neither acquiesces in or agrees that the other may or may not obtain a divorce, but solely for the purpose of reaching agreements as aforementioned, the parties agree as follows:

The Husband will transfer to the Wife all of his right, title and interest in and to the homeplace of the parties located at 6101 Marrowbone Lake Road, Joelton, Tennessee, and the Wife will hereinafter be responsible for the payment of the mortgage indebtedness thereon, and will hereinafter hold Husband harmless from any future responsibility thereon.

Husband will surrender to the Wife all of his right, title and interest in and to all of the household furnishings located in the homeplace of the parties at 6101 Marrowbone Lake Road, Joelton, Tennessee, but with the understanding

that the Wife will assume an indebtedness to the City Finance Company, wherein said furniture is pledged as security, and Wife further agrees that she will hold Husband harmless from any further responsibility in regard to said indebtedness owed to the City Finance Company. As aforementioned, said indebtedness is more particularly described as Account No. 31613-3 with said aforementioned lending institution.

The Wife will surrender to the Husband all of her right, title and interest in and to a 1974 Plymouth automobile, with the understanding that Husband will hereinafter hold Wife harmless from any further responsibility for any indebtedness that might be owed against said aforementioned automobile.

The Wife will assume the full responsibility for the payment of an account at Woolco Department Store that is currently in her name. All other notes and/or obligations existing in the name of the Husband or in the joint name of Husband and Wife will be assumed by the Husband, and including, but not limited to, an additional note at the City Finance Company which is currently being repaid at the rate of $90.00 per month.

Each party will pay their respective attorneys, and the Wife will pay the costs in respect to her pending divorce petition.

It is further agreed by and between the parties that in the event that the Wife is successful in the prosecution of

her action for divorce, that this agreement will be submitted to the Court for the Court's approval and/or ratification, and will be included in the final decree entered in this cause.

It is further agreed by and between the parties that the agreements heretofore entered into represent a full and final settlement by the Wife of all questions pertaining to alimony and/or attorney fees, but based upon the assumption that the domestic relations action hereinabove referred to will be litigated upon an uncontested basis. In the event that such litigation is not considered by the Court upon an uncontested basis, then and in that event, the matter of attorney fees shall be determined by the Trial Court.

This agreement entered into on this the 21st day of April, 1976.

Shirley Ann White Wilkinson

Shirley Ann White Wilkinson, "Wife"

Maxie Royce Wilkinson

Maxie Royce Wilkinson, "Husband"

Witness

Witness

It is, therefore, ORDERED, ADJUDGED AND DECREED that all of the defendant's right, title and interest in and to the real property referred to in the property settlement agreement, and located at 6101 Marrowbone Lake Road, Joelton, Tennessee, shall be divested from the defendant and vested absolutely in the plaintiff, and said property shall hereinafter be owned by the plaintiff in fee simple. Said property is more particularly described as follows:

> Land in the 14th Civil District of Davidson County, Tennessee, being part of Lot No. 11 on the Plan of the Subdivision of the lands of Henry Floto's Estate, as of record in Book 421, page 147, Register's Office for said County, described as follows:
>
> Beginning at a point in the center of Marrowbone Lake Road at the northeast corner of that part of said Lot No. 11 conveyed to Berlie Pemberton by deed from Farris Pemberton and wife, of record in Book 3067, page 562, said Register's Office; thence with said Pemberton's southeastern boundary line, south 45 degrees west 290.5 feet; thence south 52 degrees east 150 feet; thence north 45 degrees east 290.5 feet to the center of said Road; thence with same, north 52 degrees west 150 feet to the beginning.
>
> Being the same property conveyed to Maxie R. Wilkinson and wife, Shirley Ann Wilkinson, by deed from John M. Bennett, Sr. and wife, Willie Mae Bennett, of record in Book 4951, page 382, Register's Office for Davidson County, Tennessee.

The defendant shall pay the costs of this cause, for which execution may issue, if necessary.

Entered this _____ day of May, 1976.

S/ Benson Trimble

BENSON TRIMBLE, JUDGE

APPROVED FOR ENTRY:

Jack Norman, Jr., Attorney for Plaintiff

I certify that I have mailed a copy of this Decree to Mr. Harold E. Collins, attorney for defendant, 802 Fifty-First Avenue, North, Nashville, Tennessee 37209, this 24th day of May, 1976.

Jack Norman, Jr., Attorney

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IDENTIFICATION REFERENCE
23 AM '76
REGISTER'S OFFICE

6-1-76 100B/1370

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* Shirley Ann White Wilkinson *Plaintiff, and* Mapie Rolyce Wilkinson *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* 1st *day of* July *in the year one thousand nine hundred and* 76 *and in the* 200 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L. Bates, *D. C.*