Return to: Robert S. Brandt
Barrett, Brandt & Barrett, P.C.
mail 9th Flr. - Third Nat. Bk. Bldg.
Nashville, Tn. 37219

(map 94-1
parcel 226

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CLARA BARTON UNDERWOOD	]	BOOK 5041 PAGE 838
Plaintiff,	]	
VS.	]	No. 81930
ROBERT ERVIN UNDERWOOD,	]	
Defendant.	]	

JUL-27 MISC B* 8.00 * 8.00

FINAL DIVORCE DECREE

This cause came on to be heard on the 1st day of June, 1976 before the Honorable Joe C. Loser, Jr., Judge of the Third 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, the 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 February 18, 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 CLARA BARTON UNDERWOOD be granted an absolute divorce from ROBERT ERVIN UNDERWOOD, restored to all the rights and privileges of a unmarried person, and that the bonds of matrimony subsisting between the parties be and same are perpetually dissolved.

It is further ORDERED, ADJUDGED AND DECREED that the Settlement Agreement entered into between the parties is approved in all respects and incorporated verbatim in this decree as follows:

SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between CLARA BARTON UNDERWOOD (hereinafter referred to as Wife and ROBERT ERVIN UNDERWOOD (hereinafter referred to as Husband).

W I T N E S S E T H:

That the parties hereto were lawfully married on August 21, 1950 in Carthage, 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 reaching an agreement concerning the custody and support of their minor children and are desirous of making a final and permanent settlement agreement with the 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. Child Custody and Visitation - Absolute care, custody and control of the parties' minor child Robert Lee Underwood will be awarded to the husband with reasonable visitation rights to the wife. Absolute care, custody and control of the parties' minor child Patricia Elaine Underwood will be awarded to the wife with reasonable visitation rights to the husband.

2. Real Estate - All right, title and interest to the parties' residence located at 802 South 14th Street, Nashville, Davidson County, Tennessee will be vested in the husband and the wife will be divested of all right, title and interest in same. The husband will assume as his sole obligation all indebtedness existing thereon and hold the wife harmless for any liability she may have for same. The real estate is of record at Book 4494, Page 845, Register's Office of Davidson County, Tennessee and is more particularly described as follows:

> "Being Lot 136, on the Map of Payne, Blakemore and Cummings Addition to Nashville recorded in Book 57, Page 70, Register's Office of Davidson County, Tennessee.
>
> Being the same property conveyed to Williamsburg Corporation by Warranty Deed recorded in Book 4436, Page 680, Register's Office of Davidson County, Tennessee."

3. 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 21 day of June, 1976.

Clara Barton Underwood
CLARA BARTON UNDERWOOD

WITNESS

Robert E. Underwood
ROBERT ERVIN UNDERWOOD

WITNESS

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

JUDGE

6/14/76

APPROVED FOR ENTRY:

BARRETT, BRANDT & BARRETT, P.C.

BY: _____
Robert S. Brandt
Attorney for the Plaintiff
9th Floor, Third National Bank Bldg.
Nashville, Tennessee 37219

Enter This 14 Day of June, 1976

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a copy of the foregoing Final Divorce Decree to David J. Tarpley, Attorney for the Defendant, Legal Services Of Nashville, Inc., 607 Sudekum Building, Nashville, Tennessee on this 1 day of June, 1976.

_____

FILED FOR REFERENCE
JUL 2 1 27 PM '76
CLERK & MASTER

D 56689

109B/1201 Docket No. 81930

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* Clara Barton Underwood *Plaintiff, and* Robert Ervin Underwood *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* 2nd *day of* July *in the year one thousand nine hundred and* seventy six *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L. Rutherford, *D. C.*