BOOK 6055 PAGE 988

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

GERALD THOMAS WHITEHURST)
)
VS.) RULE NO. 49546
) Minute Book 54
JO ANN WILSON WHITEHURST) page 703
)

107-14
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DECREE

This cause came on to be heard on this the 10th day of July, 1967, before the Honorable Benson Trimble, Judge, upon the cross bill for absolute divorce, personal service of process on the cross-defendant, the answer of the cross-defendant, statement of counsel representing the cross-defendant that the matter was to be heard as a non contested matter, the testimony of the cross-complainant and her corroborating witnesses in open Court, the evidence, statements of counsel, and the entire record in this cause; from all of which the Court is of the opinion that the allegations of the bill are sustained by the proof and that the cross-defendant has been guilty of such cruel and inhuman treatment as renders further cohabitation unsafe and improper, and for her to be under his dominion and control and further, the relief therein sought should be granted;

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony subsisting between cross-complainant, JO WNN WILSON WHITEHURST, and the cross-defendant, GERALD THOMAS WHITEHURST be and same are absolutely and forever dissolved, and the cross-complainant is hereby vested with all of 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 on the 27th day of March, 1967, be and the same is hereby approved and is to be copied into this decree, which is as follws:

PROPERTY SETTLEMENT AGREEMENT

This agreement entered into by and between JO ANN WILSON WHITEHURST, and GERALD THOMAS WHITEHURST, on the day and date appearing below;

WHEREAS, the parties are man and wife, and unhappy differences have arisen between them; and

WHEREAS, a bill for divorce has been filed wherein GERALD THOMAS WHITEHURST, is the complainant, and JO ANN WILSON WHITEHURST, is the defendant; and

WHEREAS, the parties desire to make a full and final settlement of all their property and property rights;

NOW, THEREFORE, for and in consideration of the mutual benefits hereinbefore and hereinafter set out, the parties, subject to the approval of the Court, agree as follows:

1. Mr. Whitehurst will transfer title to the 1966 Volkswagen automobile, serial No. 116751113, now in the possession of Mrs. Whitehurst, to her, absolutely.

2. Mrs. Whitehurst is to have the real estate owned by the parties as tenants by the entireties located at 907 Aladdin Drive, Nashville, Davidson County, Tennessee, described as follows to wit:

> Land in Davidson County, Tennessee, being Lot No. 188 on the Map of Miro Meadows, as of record in Book 1424, page 94, Register's office for Davidson County,Tennessee.
>
> Said Lot No.188 fronts 70.0 feet on the west margin of Aladdin Drive and extends back between parallel lines 143.0 feet to a dead line, measuring 70.0 feet thereon.
>
> Being the same property conveyed to Emmett Lankford and wife, Dorothy B. Lankford, by warranty deed from E. S. Homes Inc, as of record in Book 1728, page 399, Register's Office for Davidson County, Tennessee

3. Mrs. Whitehurst shall have the exclusive care, custody and control of the minor child, TERESA GAIL WHITEHURST;

but Mr. Whitehurst shall have visitation rights at reasonable times and places.

4. Mrs. Whitehurst shall take and receive free and clear of any claims of her husband, all of the household furnishings and fixtures jointly or severally owned by them and which are presently located in their residence at 907 Aladdin Drive, as alimony in solido.

5. Mr. Whitehurst agrees that from and after the execution hereof, he will pay to Mrs. Whitehurst, One Hundred Fifty ($150.00) Dollars monthly for her minor child, which sum Mrs. Whitehurst agrees to use for the support and maintenance of said minor child.

6. Mr. Whitehurst further agrees that from and after the execution hereof he will pay to Mrs. Whitehurst as alimony Two Hundred ($200.00) Dollars per month.

7. All payments hereunder shall be made on or before the first day of each month, commencing with the month following the execution hereof.

8. Mr. Whitehurst agrees to promptly pay any and all unusual medical expenses incurred for the benefit of said minor child of the parties during her minority or such time as she is financially dependant upon him whichever shall be less. "Unusual medical expenses" shall include all expenses for drugs, physicians, hospitals, nurses or expenses incident to accident or illness which are other than routine shots or examinations and not incident to accidents or illnesses.

9. Mr. Whitehurst agrees and does with the execution hereof, pay to Larry L. Westbrook, Attorney for Mrs. Whitehurst, the sum of Four Hundred ($400.00) Dollars covering his charges for services, in the said divorce proceeding.

The parties mutually agree that they will sign all necessary deeds, bills of sale, titles or other necessary document

in order to carry out the terms of this agreement, and both parties agree that this agreement shall become a part of the final decree of divorce if one is so granted, and made a part thereof, subject only to the approval of the Court.

IN WITNESS WHEREOF, the parties have hereunto set their signatures on the day and date indicated below.

This the 27th day of March, 1967.

/s/ Larry L. Westbrook
Witness

/s/ Jo Ann Wilson Whitehurst
Jo Ann Wilson Whitehurst

This the 27th day of March, 1967.

/s/ Earl L. McNabb
Witness

/s/ Gerald Thomas Whitehurst
Gerald Thomas Whitehurst

It is further ORDERED, ADJUDGED AND DECREED that the foregoing agreement be and same is hereby made the orders of this Court, such being approved by the Court it first having been determined to be satisfactory. The costs of this cause are hereby taxed against the cross-defendant for which execution may issue if necessary.

Benson Trimble, Judge

APPROVE FOR ENTRY:

STELTEMEIER, WESTBROOK & HARVEY

BY: Larry L. Westbrook
Solicitors for Cross-complainant

Earl A. McNabb, Solicitor for
Cross Defendant

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BOOK 5055 PAGE 992

IDENTIF. REFERENCE

AUG 10 2 39 PM '76

REGISTER
DAVIDSON COUNTY, TENN.

AUG 10 76 MISC 8* 10.00 * 10.00

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* Gerald Thomas Whitehurst *Plaintiff, and* Jo Ann Wilson Whitehurst *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* 10th *day of* August *in the year one thousand nine hundred and* Seventy-six *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Rooker, *D. C.*