17C/1336
11/4/72

BOOK 5058 PAGE 202

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

HORACE BRADLEY]
]
VS.] NO. 66591
]
SAMMIE JACKSON BRADLEY]

538
87pw

F I N A L D E C R E E

This cause came on to be heard on this, the 19th day of October, 1972, before the Honorable Donald D. Hildebrand, Special Judge, upon the original complaint, the pro confesso heretofore entered, property settlement agreement made and entered into by and between the parties, testimony of witnesses, statement of counsel, and the entire record in this cause; from all of which it appears to the Court that the defendant, Sammie Jackson Bradley, has been guilty of such cruel and inhuman treatment or conduct toward plaintiff as renders further cohabitation unsafe and improper, that the plaintiff should have an absolute divorce from the defendant and be restored to all the rights and privileges of an unmarried person, that the property settlement agreement entered into by the parties on August 29, 1972, is fair and equitable, is approved by the Court and will be incorporated into the final decree, and that the complainant should pay the costs of this cause.

AUG 17 76 MISC B* 8.00 * 8.00

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED by the Court that the plaintiff be, and is hereby, awarded an absolute divorce from the defendant 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 be, and the same is hereby, approved and made a part of this decree, which property settlement agreement reads in words and figures as follows:

"THIS AGREEMENT made and entered into this 29th day of August, 1972, by and between SAMMIE JACKSON BRADLEY, hereinafter referred to as "Wife", and HORACE BRADLEY, hereinafter referred to as "Husband", both residents of Davidson County, Tennessee,

WITNESSETH:

WHEREAS, the parties hereto have been married for approximately twenty-seven (27) years, and there are no minor children; and

WHEREAS, certain differences and difficulties have arisen

between the parties and they now live separate and apart from each other, and have no expectations of resuming their marital relationship; and

WHEREAS, the Husband has instituted divorce proceedings against the Wife, seeking an absolute divorce in the Fourth Circuit Court of Davidson County, Tennessee; and

WHEREAS, the parties are desirous of providing alimony for the Wife; and

WHEREAS, the parties have acquired certain personal property and they desire to enter into an agreement respecting the rights, title, and interest in such property; and

WHEREAS, the parties now desire to clarify, amplify, and make more specific their respective rights and obligations;

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, it is mutually understood and agreed by and between the Wife and Husband as follows:

1. They shall live separate and apart from each other and neither shall harass or interfere with the other in any manner or in any way.

2. It is understood and agreed that the Husband shall transfer and convey to the Wife all of his right, title, and interest in and to the real property located at 2600 Lakeshore Drive, Old Hickory, Davidson County, Tennessee, now owned by them as tenants by the entireties. Said conveyance shall be made by a separate deed or by proper provisions in any decree of divorce which may be entered in the proceedings which the Husband has instituted against the Wife.

3. It is further understood and agreed that all of the household goods, furniture, and furnishings now located in the residence at 2600 Lakeshore Drive, Old Hickory, Tennessee, shall be and become the sole and separate property of the Wife, except for clothing and personal items belonging to the Husband, which items shall be and become the separate property of the Husband.

4. The Husband agrees to transfer into the Wife's individual name all right, title, and interest he has in a 1970 Ford Maverick automobile now jointly owned by them.

The Wife agrees to transfer into the Husband's name all

right, title, and interest she has in a 1967 Oldsmobile automobile now jointly owned by them.

5. It is further understood and agreed that the Wife shall relinquish all right, title, and interest she might have in approximately five (5) shares of DuPont stock to the Husband.

6. The provisions herein made for the Wife shall be in lieu of any other payment of alimony to which the Wife may be entitled. The Wife agrees to accept the benefits thereof in full satisfaction of any such claims of alimony. The Wife, therefore, accepts these provisions in full satisfaction of all marital obligations of the Husband, and, except as herein provided, waives any right of support or maintenance by the Husband, any any other right which she might have against him or his estate by reason of the marriage relationship between the parties,

7. This agreement is not intended, nor shall it be construed to be an agreement for divorce, and is made without any agreement or admission on the part of either party that any allegations contained in any complaint filed against them are true, and the other party shall have the right to appear in court and contest any divorce proceedings brought by the other party. The Wife shall not seek an order granting her alimony or separate maintenance, but this agreement may be exhibited to the Court which may try any action instituted by either party, and to the extent that the provisions of this agreement have not already been carried out by the time of the trial, such provisions may be made the decree of the Court.

8. This agreement shall be binding upon the parties, their heirs, legal representatives and assigns.

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

/s/ Sammie Jackson Bradley

/s/ Horace Bradley"

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED by the Court that the plaintiff will pay the costs of this cause, for which

execution may issue, if necessary.

S/ Donald D Hilsbrand
JUDGE.

APPROVED FOR ENTRY:

11/2/72

S/
Attorney for Plaintiff

cc: Mrs. Sammie Jackson Bradley

D6357
IDENTIF. REFERENCE
FILED
AUG 17 1976
05 PM '76
DAVIDSON COUNTY, TENN.

770/1336 66591

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* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Horace Bradley *Plaintiff, and* Sammie Jackson Bradley *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* 17 *day of* August *in the year one thousand nine hundred and* seventy-six *and in the* 201 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Henry T. Todd, Jr., *D. C.*