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PROBATE

TO THE HONORABLE JUDGES HOLDING THE FOURTH CIRCUIT AND PROBATE COURTS OF DAVIDSON COUNTY, TENNESSEE

MAP 102-12 PAR. 5

JOYCE ANN HALL WAHL,

COMPLAINANT,

VS

GEORGE FRANCIS WAHL,

DEFENDANT.

BOOK 5111 PAGE 196

NO. 60365

FEB-17 MISC B* 8.00 * 8.00

FINAL DECREE FOR DIVORCE

THIS CASE came on to be heard on this 9th day of March, 1971, before the Honorable Shelton Luton, Judge of the Probate Court of Davidson County, upon the petition of Joyce Ann Hall Wahl, and the pro confesso heretofore taken and entered against the defendant, George Francis Wahl, the oral testimony of witnesses examined in open court, and the entire record in the case.

And it satisfactorily appears to the Court from the evidence that the facts charged in the Bill are true; that the defendant has been guilty of such cruel and inhuman treatment towards petitioner as renders it unsafe and improper for her to cohabit with him and be under his dominion and control.

It is therefore, ORDERED, ADJUDGED AND DECREED by the court that the bonds of matrimony heretofore subsisting between the petitioner and defendant be absolutely and forever dissolved, and that petitioner be vested with all the rights of an unmarried woman.

It further appears to the Court that the petitioner and defendant entered into a property settlement agreement on the 18th day of September, 1970, which property settlement agreement is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of September, 1970, by and between Joyce Ann Hall Wahl (hereinafter called "WIFE") and George Francis Wahl (hereinafter called "HUSBAND") both residents of Davidson County, Tennessee.

WHEREAS husband and wife were married on August 20th, 1965, in Lebanon, Wilson County, Tennessee and;

WHEREAS marital difficulties have arisen between the parties by reason of which they separated on March 1st, 1970, and are now living separately and apart from each other and;

WHEREAS wife has filed a bill for divorce in the Fourth Circuit and Probate Courts of Davidson County, Tennessee charging husband with cruel and inhuman treatment, and with abandonment, and;

WHEREAS husband and wife have reached an understanding relative to the disposition of their personal and real property, and wish that this understanding be reduced to writing so that there might not be any confusion.

NOW THEREFORE, in consideration of the promises and of the mutual covenants hereinafter contained, the parties do hereby agree and contract as follows:

I.

Husband and wife will continue to live separate and apart from one another.

II.

As alimony in solido, husband shall deed to wife all of his rights, title and interest in the real property located at 6612 Fleetwood Drive in Davidson County, Tennessee, subject to the Deed of Trust note currently existing as an obligation thereon, and wife will assume all responsibility for paying the payments due under said Deed of Trust note, and will assume all the responsibility for taxes and maintenance of said real property.

III.

As additional alimony in solido husband shall convey to wife all of his rights, title and interest in the Volkswagen Karmann Ghia which wife is currently using. Said title shall be clear and unencumbered. Husband will further convey to wife all of his rights, title andinterest in all household furnishings presently located at 6612 Fleetwood Drive, in Davidson County, Tennessee. Husband and wife shall maintain the existing status quo with regard to their personal affects.

IV.

Husband agrees to pay, and wife agrees to accept, as child support for the support and maintenance of the minor child of the parties Benton Lee Wahl, the sum of $225.00 per month, payable each month on a date to be agreed upon between the parties. As further child support, as alimony in solido, husband agrees to keep in effect the two insurance policies presently existing on his life, to wit: a $40,000.00 policy with Fidelity Mutual Life Insurance Company, and a $7,000.00 policy with Prudential Insurance Company and to make wife and the minor child of the parties beneficiaries of both of these policies. Husband agrees to furnish to wife or her attorney, from time to time as they may request, sufficient proof that the premiums on these policies are being paid, and that the beneficiaries have not been changed. Said proof shall be furnished on request of wife

or her attorney, with five days notice to husband, but such request shall not be made more than one time during any calendar year. Husband further agrees to maintain such group hospitalization and major medical insurance as may be available at his place of employment, and to maintain such dependent coverage as is allowed for a divorced wife and child under said policies, and to furnish proof of insurance on request in accordance with the previous provisions for proof of payment of life insurance premiums. Husband shall have reasonable visitation rights with regard to the minor child of the parties, Benton Lee Wahl, and shall in no way be restricted to any specific given days or months for visitation. Wife is entitled to a minimum of twenty-four (24) hours notice when husband wants to visit said child, but this notice may be waived by wife.

V.

Husband agrees to pay the reasonable fee of wife's solicitors, which fee shall be paid in advance at the execution of this contract, and acknowledgement of this contract by said solicitors shall operate as receipt and acknowledgment of said fee.

This agreement is not intended, nor shall it be construed to be an agreement for divorce, and the husband shall have the right to appear in court and contest the pending proceeding. Wife shall not seek an order granting alimony or child support, but this agreement may be submitted for approval by the Court and made a part of the final decree of divorce in lieu of any award by way of alimony or child support.

WITNESS OUR HANDS this day and date first above written.

/s/ GEORGE FRANCIS WAHL
GEORGE FRANCIS WAHL

/s/ JOYCE ANN HALL WAHL
JOYCE ANN HALL WAHL

This property settlement agreement is approved and ratified by the Court in all respects, and is made a part of this final decree.

In accordance with the provisions of the property settlement agreement, it appears to the Court that the parties are at the time of this decree tenants by the entirety as to a certain parcel of real property, which property is described as follows:

Land in Davidson county, Tennessee, being lot No. 107 on the Plan of Horton Heights, Section 10, as of record in Book 2133 page 32, Register's Office of Davidson County.

Beginning at a point in the northwesterly margin of Fleetwood Drive at the corner of Lots 65 and 107; thence with the line between said lots northwesterly 225 feet to a point; thence southwesterly 222.9 feet to the northeasterly margin of Summerly Drive; thence with the margin of the same, southeasterly 155.2 feet to the beginning of a curve; thence around said curve, easterly 39.3 feet to the margin of Fleetwood Drive; thence with the margin of the same, northeasterly 177 feet to the point of beginning

Being the same property conveyed to George F. Wahl and wife, Joy H. Wahl by deed from A.V. Oakes and Jim B. Smith, a partnership doing business as Oakes and Smith Realtors, by warranty deed of record in Book 4237, page 194, Register's office of Davidson County.

IT IS ORDERED, ADJUDGED AND DECREED THAT all right title and interest in the above described property belonging to George Francis Wahl, the defendant herein is divested from him and vested in the petitioner, Joyce Ann Hall Wahl.

This case will be retained in court for the enforcement of this decree with leave to either party to apply whenever it shall be necessary. Defendant will pay the costs for which execution may issue.

Shelton Tuton
JUDGE

APPROVED FOR ENTRY:
Enter This 16 Day of March 1977

GOODPASTURE, CARPENTER, WOODS & SASSER

BY: Robert L. Speed
Attorney for Complainant

INDEXING REFERENCE
FEB 1 12 54 PM '77
REGISTER
DAVIDSON CO. TENN.

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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* Joyce Ann Hall Wahl *Plaintiff, and* George Francis Wahl *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* February *in the year one thousand nine hundred and* Seventy seven *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Jane Smith, *D. C.*

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