In The First Circuit Court for Davidson County, Tennessee BOOK 5122 PAGE 903

Joe Edward Swing )
Plaintiff )
)
vs. )
)
Shirley McKinney Swing)
Defandant )

Docket No. 85572

Map 147-11-73

FINAL JUDGMENT OF DIVORCE

This cause came on to be heard on the 9th day of February 1977 before the Honorable J. William Rutherford, Judge, upon the original complaint for absolute divorce, personal service of process on the defendant on December 15, 1976, the default judgment previously entered herein, the sworn testimony of the plaintiff and witnesses in open Court, statement of counsel, and the entire record herein, from all of which the Court finds that the allegations of the complaint are sustained by the proof; that is, that the defendant has been guilty of such cruel and inhuman treatment or conduct towards the plaintiff as renders cohabitation unsafe and improper.

IT IS THEREFORE ORDERED AND ADJUDGED that the plaintiff, Joe Edward Swing, be and is hereby awarded an absolute divorce from the defendant, Shirley McKinney Swing, and the parties are restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED AND ADJUDGED that the property settlement agreement entered into by the parties be incorporated into the decree, as follows:

Therefore, the parties agree on the division of property as follows:
The wife shall have as her property a 1976 VW Rabbit, dining table and four chairs, sewing machine and chair, living room couch with matching chair, portable black & white television, maple rocker, bicycle, CB radio, adding machine, vacuum cleaner, chrome floor lamp, green table lamp, 10-drawer chest, sewing machine table, small hope chest, cedar chest, silverware chest, chrome and glass shelves, kitchen cupboard, freezer, broiler oven,

large round wicker table, mini-bookshelves, coffee maker, electric knife, mixer, 330-day clock, green & orange outdoor chairs, wedding portrait, one-half of wedding photographs, personal jewelry, fern stand, Sidney's portrait, yellow afghan, personal clothing, and an equal portion of towels, face cloths, dishes, glassware, silver, pots, pans, plants, blankets, quilts, spreads and food, which property she shall remove when she has provided an apartment or other abode for herself.

The husband shall have as his property the house and property located at 519 Leeanne Drive, Nashville, Tennessee 37211, a 1976 Capri automobile, Minolta camera and accessories, coin collection, stamp collection, camera collection, Wedgewood collection, washer and dryer, color television and stand, stereo system and albums, personal clothing, deacon's bench, Z chair and footstool, wicker couch and two matching chairs, double bed, single bed, bedroom dresser and mirror, night stand, chifforobe, coffee table, two end tables, wood and glass shelves, two ginger jar lamps, chopping block table, floor school lamp, 1975 Honda motorcycle, small wicker table, heir-loom clock, portable heater, two couch pillows, oak rocking chair, all tools, blender, floor polisher, two old floor lamps, eagle lamp, all pictures and paintings, dictaphone case, and an equal portion of towels, face cloths, dishes, glassware, silver, pots, pans, plants, blankets, quilts, spreads and food.

Property enumerated above which is presently held in joint tenancy or tenancy by entireties shall have all rights, title and interest divested out of the surrendering party and vested in the accepting party by deed or other proper conveyance, and the surrendering party will not make any further installment payments coming due after the date of this agreement and shall be held harmless by the other for the non-payment of any such installments.

For consideration of the payment and divisions of property to be hereafter made the parties do each declare this to be full, final and complete

settlement of all of their property rights, and each party does hereby release and relinquish to the other all of his or her rights, title, claim, interest or demand, accrued or accruing in and the property of the other whether now in being or hereafter acquired; and this shall be a full and complete settlement of the controversy over the property rights of the parties involved in this divorce action in Davidson County, Tennessee, and save the right of either party to prosecute his or her suit for complete divorce, this settlement shall be a bar to any suit at law or otherwise for anything gaining out of the marriage relation of the parties as well as the property rights against the other.

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The wife agrees that she will not seek attorney's fees and costs in connection with this agreement or any default divorce action; provided, however, that if it shall hereafter be necessary for her to employ counsel to enforce this instrumentas to take any action not herein referred to, she reserves the right to apply to a court of competent jurisdiction for such attorney's fees and costs as she may then be entitled to.

IT IS FURTHER ORDERED AND ADJUDGED that the costs of the cause be and are hereby taxed to the plaintiff, for which execution shall issue if neceessary.

Entered this ____ day of _____, 1977.

J. William Rutherford, Judge

FELIX A. DAVIDSON REGISTER DAVIDSON COUNTY, TENN.
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Prepared by:
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I certify that a true and exact copy of this judgment was mailed to the defendant at her last home address the ~~25th~~ 4th day of ~~February~~ March, 1977.

Glenn H. Hutchins