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BOOK 5144 PAGE 20

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ANNETTE ELLIOTT TAYLOR)
)
VS.) NO. 85862
)
HARRY WILLIAM TAYLOR)

FINAL DECREE

MAY-5 MISC * 10.00 * 10.00

This cause came on to be heard on the 26th day of April, 1977, before the Honorable J. William Rutherford, Judge of the First Circuit Court for Davidson County, Tennessee, upon the complaint, order of judgment by default, testimony of plaintiff and two corroborating witnesses, testimony of the defendant, statements of counsel for the plaintiff and tender of the property settlement agreement entered into by the parties.

It appears to the Court that the defendant has been guilty of such cruel and inhuman treatment towards the plaintiff as to render further cohabitation unsafe and improper.

It further appears to the Court that the property settlement agreement previously entered into by the parties is fair and reasonable and that the same should be incorporated herein as a part of the Court's decree. The property settlement agreement is set forth to wit:

PROPERTY SETTLEMENT AGREEMENT

The parties hereunto, ANNETTE ELLIOTT TAYLOR and HARRY WILLIAM TAYLOR, husband and wife, having experienced marital difficulties, and there being pending in the Circuit Court for Davidson County, Tennessee, a divorce action between the parties styled ANNETTE ELLIOTT TAYLOR VS. HARRY WILLIAM TAYLOR, Docket No. 85862, and the parties wishing to make certain property adjustments and to recognize and accept certain obligations between them as affecting their minor children, it is agreed:

1. That Harry William Taylor shall pay unto Annette Elliott Taylor the sum of $80.00 per month as child support such sums to be paid on or before the 30 day of May, 1977, and thereafter monthly, and Harry William Taylor further agrees to pay a sum equal to five percent (5%) of each child support payment made as commission to the Clerk of the Circuit Court for Davidson County as his fee for handling said payments. All payments shall be made directly to the Clerk of the Court.

2. That Harry William Taylor agrees to pay the parties' joint debts to City Finance and Associates Capital, and further agrees to indemnify Annette Elliott Taylor for any losses she may occasion because of her liability on these debts.

3. That Harry William Taylor agrees to convey unto Annette Elliott Taylor all his right, title and interest in the parties' home known as 1718 24th Avenue North in Nashville, Tennessee, and more specifically described as follows:

> Being Lot No. 148 in Cobb's Subdivision of Lot No. 6 of Harding's Bosley Tract of record in Book 161, Page 155, Register's Office for said County. Said Lot No. 148 fronts 50 feet on the easterly side of 24th Ave. No. and extends back between parallel lines 150 feet to an alley. Being the same property conveyed to Harry William Taylor, a single man, in Book 4507, Page 970, Register's Office for Davidson County, Tennessee.

Harry William Taylor agrees that the Court may divest title in the said property from him and vest title to the said property in Annette Elliott Taylor. Annette Elliott Taylor agrees to assume the first mortgage obligation on the said property. Harry William Taylor agrees that a certified copy of the final decree of divorce incorporating this provision regarding the said property and recorded in the Register's Office for Davidson County, Tennessee, shall operate as a complete divestiture of his interest in said property.

4. The parties agree that custody of the parties' minor children, Kenneth Taylor and William Taylor, shall be granted to Annette Elliott Taylor, and the parties further agree that Harry William Taylor shall have the right to visit with his

minor children on a reasonable basis at reasonable times and places.

5. The parties agree that all other personal property which they own has been divided and agree that title to this property shall be divested from the party out of possession and vested in the party in possession.

In consideration for the above agreement, Annette Elliott Taylor waives all right to alimony in futuro.

The parties hereunto have made this agreement with the understanding that it will be tendered in Court proceedings as the final adjustment between the parties of all property matters and with the knowledge that the Court may either accept or rejct the agreement in whole or in part as it sees fit.

/s/
Feb. 10, 1977 Annette Elliott Taylor

/s/
Harry William Taylor

Witness:

_____

_____

It further appears to the Court that by the terms of the above agreement, all of the defendant's right, title and interest in the parties' home known as 1718 24th Avenue North, Nashville, Tennessee, and specifically described in the above agreement should be divested from Harry William Taylor and vested in Annette Elliott Taylor.

It further appears to the Court that the defendant should pay the costs of this cause.

It is, therefore, ORDERED that the plaintiff is granted an absolute divorce from the defendant and is restored to all the rights and privileges of an unmarried person.

It is further ORDERED that the property settlement agreement set out herein is ratified and approved by the Court as a fair

and reasonable adjustment of all property matters between the parties and the same is made apart of this decree and the defendant is ordered to comply with the obligations therein set out.

It is further ORDERED that all the right, title and interest in Harry William Taylor in the parties' home known as 1718 24th Avenue North in Nashville, Tennessee, and more specifically described in the property settlement agreement herein set out is divested from the said Harry William Taylor and vested in Annette Elliott Taylor.

It is further ORDERED that the defendant shall pay the costs of this cause.

This 28 day of April, 1977.

J. WILLIAM RUTHERFORD, Judge

Approved for Entry:

HAYNES AND SMITH

BY: _____
Dent Morriss

CERTIFICATE OF SERVICE

I certify that a copy of the Final Decree has been mailed to the defendant, Harry Taylor, at his last known address, 1718 24th Avenue North, Nashville, Tennessee, this the 28 day of ~~May~~ April, 1977.

HAYNES AND SMITH

BY: Dent Morriss

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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* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* ANNETTE ELLIOTT TAYLOR *Plaintiff, and* HARRY WILLIAM TAYLOR *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* 5th *day of* May *in the year one thousand nine hundred and* seventy-seven *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*

Form #GR-117