1-31-73

BOOK 5150 PAGE 634 24A240

IN THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE

FRANCES BILBREY WEST

Vs. 84-11 No. 65630

HERSHELL R. WEST 339 pw

FINAL DECREE

This cause came on to be heard by the Honorable Shelton Luton, Judge, on this the 30th day of January, 1973, upon the Original Bill, Answer of Defendant — which answer was withdrawn as evidenced by an agreed order; the testimony of witnesses in open Court; a property settlement agreement made and entered into between the parties; from all of which the Court finds that the Complainant has sustained the allegations contained in her bill for divorce in that defendant has been guilty of such cruel and inhuman treatment or conduct as renders further co-habitation unsafe and improper for her to be under his dominion and control; that complainant should have custody and control of the two minor children of the parties and that the defendant should pay her Solicitor a reasonable attorney's fee for his services.

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THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that Frances Bilbrey West is hereby awarded an Absolute Divorce from Hershell P. West, defendant; that she is restored to all the rights and privileges of an unmarried person; and she is awarded the custody and control of the minor children of the parties, to-wit, Kenneth Wayne West, age 15 years and Dennis Layne West, age 11 years, with reasonable visitation rights allowed the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the property settlement agreement made and entered into between the parties is hereby confirmed and adopted and made a part of this Final Decree, being in words and figures as follows:

"PROPERTY SETTLEMENT AGREEMENT"

It appearing to the Court that the Complainant has heretofore filed her Petition for an Absolute Divorce against defendant; that the defendant has filed an answer; and that the case is at issue.

I

Now comes the parties who would show unto the Court, in anticipation of said Divorce, that they have arrived at a settlement of the rights, titles, interests and possessions of such property, real, personal and mixed, as the parties possess.

II

It is mutually agreed that the parties are buying, as tenants by the entireties, the real property located at 2406 Maplecrest Drive, Donelson, Tennessee, a more complete description of which is as follows:

Land in Davidson County, Tennessee, being Lot No. 156, on the Plan of Maplecrest, of record in Book 1835, pages 27 and 28, Register's Office for said County.

Said Lot No. 156 fronts 65 feet on the northerly side of Maplecrest Drive and runs back between lines, 224.8 feet on the easterly line and 234.6 feet on the westerly line to a dead line in the rear on which it measures 65.7 feet.

Being the same property conveyed to Clarence E. Elrod and wife Elaine C. Elrod, by deed from Robert R. Agee and wife, of record in Book 3248, Page 71, said Register's Office.

Being the same property conveyed to Hershell R. West and wife, Jean B. West, by deed from Clarence E. Elrod and wife, Elaine A. Elrod, of record in Book 3458, Page 187 of said Register's Office.

It is mutually understood and agreed that the title to such property shall be divested out of Hershell R. West and wife Jean B. West and re-invested in Jean B. West, for and during her lifetime, and then to their two (2) children, Kenneth Wayne West, and Dennis Layne West, to be theirs as tenants in common. It is further understood and agreed between the parties that, upon completion of the final conveyance, divesting title out of Hershel R. West, that any and all existing and future encumbrances on the said property shall be the obligation of Jean B. West alone.

III

It is further agreed by the parties that all of the furniture and household possessions held by the parties be vested in the complainant.

IV

It is further agreed by the defendant, Hershel R. West, that he shall pay to complainant, Jean B. West, the sum of $50.00

per week as alimony and child support except during the months of December, January and February and then he shall pay the sum of Forty ($40.00) Dollars per week.

WITNESSED, this the 16th day of Jan. 1973.

/S/ FRANCES JEAN BILBREY WEST
Complainant

/S/ HERSHEL R. WEST
Defendant"

SL

It is ~~ordered~~ further ordered by the Court that the defendant, Hershel R. West is hereby ordered to pay complainant's solicitor, James W. Ransom, a fee of $300.00 for his services to complainant in the cause; all costs are adjudged against defendant for which together with the aforesaid awards execution may issue, if necessary.

Hatton Lutz
JUDGE

Approved for Entry:

James W. Ransom
JAMES W. RANSOM
Solicitor for Complainant

I certify that I have sent a copy of the foregoing Decree to the Honorable Dan Garfinkle, Solicitor for the Defendant on this 31 day of January, 1973.

James W. Ransom
RANSOM

FELIX ... REGISTER
DAVIDSON COUNTY, TENN.
MAY 24 10 28 AM '77

IDENTIF. REFERENCE

E05261

Docket No. 65630 24A/240

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* Frances Bilbrey West *Plaintiff, and* Hershell R. West *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* 24th *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 Patty Tracy, *D. C.*