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IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

6-12-75
137C/1125
105-07
228
BH

FERN LOUISE DOWDY WISER

VS. NO. 77681

DONALD BAXTER WISER

Misc 8 cc 8 00

FINAL DECREE

This cause came on to be heard on this the 10th day of June, 1975, before the Honorable J. William Rutherford, Judge, upon the original bill for absolute divorce filed by the Plaintiff; the default judgment heretofore granted because of Defendant's failure to answer within the time prescribed by law; the oral testimony of the Plaintiff and corroborating witnesses; statements of counsel and the entire record; from all of which it appears to the Court that the allegations in the original bill for absolute divorce have been sustained; that is, that the Defendant has been guilty of such curel and inhuman treatment and conduct towards the Plaintiff as to renders further cohabitation unsafe and improper, it is therefore;

ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore subsisting between the Plaintiff and the Defendant be, and they hereby are, forever and perpetually dissolved and that the Plaintiff be, and she is hereby granted an absolute divorce from the Defendant and is 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 made and entered into by and between the parties be, and hereby is, made an Order of the Court. Said Property Settlement Agreement mutually agreed and contracted as follows:

PROPERTY SETTLEMENT AGREEMENT

This Agreement made and entered into by and between Fern Louise Dowdy Wiser, hereinafter referred to as "Wife", and

Donald Baxter Wiser, hereinafter referred to as "Husband", both of Nashville, Davidson County, Tennessee.

Whereas, the parties hereto are presently husband and wife; and,

Whereas, wife has filed a complaint for absolute divorce against husband and this action is presently pending in the Circuit Court of Davidson County, Tennessee, under file number #77681; and,

Whereas, because of the differences that have arisen between the parties and the separation of the parties, they have determined that they can no longer continue their marriage relationship; and,

Whereas, it is the desire of the parties to finally and for all time determine and settle their property rights, together with any and all other rights existing between the said parties growing out of the marital relationship;

Now, therefore, the parties hereto, for and in consideration of the foregoing, the mutual promises herein made, and the acts to be performed by the parties hereto, each agrees as follows:

I

Wife hereby agrees to relinquish unto husband all her right, title and interest in and to a 1972 Riviera mobile home and the furnishings therein.

II

Husband hereby agrees to assume the payments on the 1972 Riviera mobile home until paid in full and to hold wife harmless of this debt.

III

Wife hereby agrees to relinquish unto husband all her right, title and interest in and to a house and lot located at 600 Hamilton Avenue, Nashville, Davidson County, Tennessee.

IV

Wife hereby agrees to relinquish unto husband all her right, title and interest in and to a 1972 Tri-sonic boat and trailer, and a 150 hp Mercury outboard motor.

V

Husband hereby agrees to pay to wife, as alimony, the sum of Five Thousand and 00/100 ($5,000.00) Dollars, as follows: Two Thousand and 00/100 ($2,000.00) Dollars payable on the day the Decree is granted and Two Hundred and 00/100 ($200.00) Dollars each and every month thereafter until paid in full.

VI

Husband hereby agrees to relinquish unto wife all his right, title and interest in and to the following personal items: 1 portable color t.v.; 1 stereo; 1 dinette suite; 1 typewriter; 1 set of twin beds; 1 chest of drawers; 1 dresser; 1 picnic table; lawn chairs; 1 cooler and miscellaneous items as pictures, dishes and clothes.

VII

Both husband and wife agree that they are disclaiming any interest in each other's automobile.

VIII

Husband hereby agrees to pay the costs in the pending divorce action.

IX

It is further understood and agreed that this Agreement shall in no way restrict either party's right to maintain any action for divorce which he or she might desire to institute, or that has already been instituted, nor shall it restrict in any way either party's right to make defense by answer, or answer and counter-claim, to any action for divorce which the other party might file. It is further understood and agreed

by and between the parties that in the event a divorce is granted, either absolute or limited, this instrument shall be incorporated in any decree insofar as it undertakes to settle the property rights of the parties hereto.

IN WITNESS WHEREOF, the parties have, after reading this instrument and familiarized themselves with its contents, signed and executed this instrument on this 27th day of February, 1975.

s/Fern Louise Dowdy Wiser
FERN LOUISE DOWDY WISER

s/Ramon E. Womack
WITNESS

s/Donald Baxter Wiser
DONALD BAXTER WISER

It is further ORDERED, ADJUDGED and DECREED by the Court, that the injunction heretofore issued enjoining the Defendant from coming about the Plaintiff's person for the purpose of harassing, molesting or threatening her in any manner whatsoever, be, and the same hereby is, made permanent.

It is further ORDERED, ADJUDGED and DECREED by the Court, that the Plaintiff's former maiden name of Hyatt be restored.

It is further ORDERED, ADJUDGED and DECREED by the Court that the costs of this cause be assessed against the Defendant, Donald Baxter Wiser, for which execution may issue, if necessary.

JUDGE 6-12-75

APPROVED FOR ENTRY:

Ramon E. Womack
RAMON E. WOMACK

This is to certify that I have mailed an exact copy of this Final Decree to the Defendant, Donald Baxter Wiser, at his last known address, 600 Hamilton Avenue, Nashville, Tennessee, on this the 10th day of June, 1975.

Ramon E. Womack

I hereby certify that this is a true copy of original instrument filed in my office this 19 day of May 19 77
GEORGE L. ROOKER Clerk
By D.C.

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