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IN THE THIRD CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

GEORGE C. WEAVER JUN-9 MISC] B* 8.00 * 8.00

-vs-] NO. 85378

JANICE KARLA WEAVER] 133-12 169 pw

FINAL DECREE

This cause came on to be heard on the 28th day of January, 1977 before the Honorable Joe C. Loser, Jr., Judge, upon the original petition filed by complainant, personal service of process upon the defendant, default judgment being duly granted in this cause, testimony of complainant and his two corroborative witnesses, submission to the Court of a property settlement agreement heretofore executed by the parties, statement of counsel and from the entire record in this cause. From all of which it appears to the Court that the defendant has been guilty of such cruel and inhuman treatment or conduct toward complainant as renders further cohabitation unsafe and improper. It is therefore

ORDERED AND ADJUDGED that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved and the complainant, George C. Weaver, is granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED AND ADJUDGED that the property settlement agreement heretofore entered into by the parties and tendered to the Court is approved in all respects and made a part of this Final Decree, by inclusion, as follows:

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Third Circuit Court of Davidson County, Tennessee a petition for absolute divorce filed by GEORGE C. WEAVER, hereinafter referred to as Husband, against JANICE KARLA WEAVER, hereinafter referred to as Wife, under docket number 85378, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a property settlement agreement and submit same to the Court for approval in the event a decree of divorce is granted in this cause, and

WHEREAS, these parties have been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of $1.00 cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do agree as follows:

(1) That Husband will proceed to trial to obtain an absolute divorce on a non-contested basis.

(2) All right, title and interest which the Husband has in and to the real property of the parties located at 281 Elysian Fields Road, Nashville, Davidson County, Tennessee will be divested out of him and the sole and exclusive ownership in said property will be awarded to the Wife, in fee simple, absolute. However, in lieu of Husband's equitable interest in said property, he shall be awarded a lien against the said real property in the sum of $9,000.00, with the express provision that said lien shall be unenforcible until such time as the Wife decides to sell the property, or should the Husband die before the home is sold, then his death shall act as an extinquishment and release of said lien.

(3) The parties acknowledge that they have divided the furniture and personal property in accordance with their mutual desires as of the date of the signing of this agreement and each party will retain the exclusive ownership of that personal property presently in their possession.

(4) The exclusive ownership of the 1976 Oldsmobile Cutlass Supreme automobile shall be awarded to Husband, it being his responsibility to pay the balance of indebtedness thereon.

(5) The exclusive ownership of the 1972 Pontiac Gran Prix shall be awarded to Wife, it being her reasponsibility to pay any balance of indebtedness thereon.

(6) Husband agrees to pay all attorney fees and court costs in connection with the finalization of this matter.

Both parties agree to sign any and all documents, deeds, titles or instruments necessary to carry out the full purpose and intent of this agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing hereof and that they have signed same voluntarily.

WITNESS OUR HANDS, this 19th day of January, 1977 as to Husband and the 19th day of January, 1977 as to Wife.

HUSBAND

WIFE

SOLICITOR FOR HUSBAND

The costs of this cause are taxed against the plaintiff, pursuant to the property settlement agreement, for all of which execution may issue, if necessary.

/s/ Joe C. Loser
JUDGE

6/1/77

APPROVED:

/s/ Robert L. Jackson
Sol. for Complainant

IDENTIF. REFERENCE

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FELIX ... REGISTER
DAVIDSON COUNTY, 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* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* George C. Weaver *Plaintiff, and* Janice Karla Weaver *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* 9th *day of* June *in the year one thousand nine hundred and* Seventy-Seventh *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddings, *D. C.*

Form #GR-117