IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JUL 18 MISC B* 12.00 * 12.00

MALCHIGA C. WHITWORTH, III

Plaintiff and Cross-Defendant,

-vs-

FRANCES C. WHITWORTH,

Defendant and Cross-Plaintiff.

Map - 96 - 9 - Par. 130
84 - 16 - Part 13

No. 71119

IDENTIFICATION REFERENCE

JUL 18 1 25 PM '77

FELIX DINKINS REGISTER
DAVIDSON COUNTY, TENN.

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FINAL DECREE

This cause came to be heard before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original bill of the complainant, answer of the defendant, the amended complaint of the defendant whereby she was made a cross-plaintiff, interrogatories of the parties and witnesses, witnesses introduced in open court and the entire record in this cause.

From all of which the court was of the opinion that the allegations contained in the cross-plaintiff's amended complaint were fully sustained, that is, that the cross-defendant has been guilty of such cruel and inhuman treatment or conduct towards the cross-plaintiff as renders cohabitation unsafe and improper.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the cross-plaintiff, Frances C. Whitworth, be and she is hereby granted an absolute divorce from the cross-defendant and restored to all of the rights and privileges of an unmarried person.

It is further, ORDERED, ADJUDGED and DECREED by the Court that the property settlement agreement entered into by and between the parties on the 30th day of April, 1974, and the supplement to the property settlement agreement, all of which is copied herein verbatim, be and the same is hereby approved in its entirety:

PROPERTY SETTLEMENT

This agreement entered into this 30th day of April ,1974, by and between Frances C. Whitworth, hereinafter referred to as "wife", and Malchiga C. Whitworth, III, hereinafter referred to as "husband";

WHEREAS, irreconcilable differences have arisen between the parties and a divorce action is being filed in the Circuit Court of Davidson County, Tennessee; and,

WHEREAS, the parties would like to enter into an agreement for the distribution of the jointly owned properties and assets, and a determination of child support and visitation rights, they therefore mutually agree as follows:

1. The parties agree that all rights, title, and interest in the improved realty and a one-acre lot now owned by the husband and wife as a tenancy by the entireties and located at Route # 1, Elm Hill Pike, Davidson County, Tennessee, said realty is recorded in Book 2438, Page 283 of the Register's Office of Davidson County, Tennessee, shall be vested, upon the signing of this agreement, in the husband. The wife hereby agrees to execute any and all documents necessary to evidence this tranfer of her interest.

It is further agreed that all rights, title, and interest in the unimproved realty consisting of 7.26 acres now owned by the husband as a fee simple and located at Elm Hill Pike, Davidson County, Tennessee, said realty is

s/Malchiga C. Whitworth, III s/Frances C. Whitworth
Malchiga C. Whitworth, III Frances C. Whitworth

recorded in Book 4190, Page 688 of the ROCD, Tennessee, shall be vested, upon the signing of this agreement, in the husband. The wife hereby agrees to execute any and all documents necessary to evidence this transfer of any dower rights or any other interest which she may warrant.

The parties further agree that all rights, title, and interest in the improved realty now owned by the husband and wife as a tenancy by the entireties and located at 309 Donelson Pike, Davidson County, Tennessee, said realty is recorded in Book 4187, Page 549 of the RODC, Tennessee, shall be vested, upon the signing of this agreement, in the wife. The husband hereby agrees to execute any and all documents necessary to evidence this transfer of his interest.

The parties agree that all rights, title, and interest in the improved realty now owned by the husband and wife as a tenancy by the entireties and located at 122 McGavock Pike, Davidson County, Tennessee, shall be vested, upon the signing of this agreement, in the wife. The husband hereby agrees to execute any and all documents necessary to evidence this transfer of his interest. It is further agreed by the parties that the husband shall pay all indebtedness which is currently owing on this property by the parties and that he further agrees to secure a

decreasing term insurance policy so that the payments of the debt shall be insured in the event that either the husband or his estate fails to pay the remaining debt. The insurance shall remain in effect until the debt has been satisfied and that the husband shall be responsible for the payment on said realty until the debt has been completely retired,

s/Malchiga C. Whitworth,III
Malchiga C. Whitworth, III

s/Frances C. Whitworth
Frances C. Whitworth

the wife has remarried, or the wife chooses to no longer reside in it.

2. The parties agree that all of the furniture and home furnishings located in the parties' residence at 122 McGavock Pike will become the property of the wife with the following exceptions which will become the property of the husband: 1 globe bar, 1 teakwood bar, 1 Sony 6" T.V., 1 Sony 9" T.V., 8-track tape player Sonsui and amplifier, 1 set of white china, 1 set of crystal punch cups, 2 portable radios, 1 slide projector, 1 adding machine, 6 antique beer mugs, 3 whiskey decantors, 1 helmet ice bucket, 1 brass bell, antique pieces of glassware, around the world, 4 elephants, 13 footlockers containing personal items, 1 metal plaque, 2 large plaques with knives, 1 knotted pine gun cabinet, many guns and firearms, 2 typewriters, 1 portable heater, 1 putter set, 8 antique wall clocks, and peacock chairs. The parties hereby agree to execute any and all documents necessary to evidence this transfer of their respective interest.

The parties agree that the wife shall have full ownership of a 1970 Ford Torino and that the husband shall have full ownership of a 1969 Ford, and if required, the parties agree to execute any documents necessary to properly vest title to these vehicles in the other party.

s/Malchiga C. Whitworth,III
Malchiga C. Whitworth, III

s/Frances C. Whitworth
Frances C. Whitworth

3. The parties agree that the wife shall have full custody of the minor child, David Randall Whitworth, of the parties, and that the husband shall have reasonable visitation rights and privileges. Both parties agree that at all times they will act in good faith in interpreting the reasonableness of each request for visitation. Both parties recognize that the parties' other son, Kerry Lynn Whitworth, is to enter the United States Navy on June 24, 1974.

The parties further agree that the husband either maintains his current medical and dental insurance on the parties' youngest child, David Randall Whitworth, or purchase adequate medical and dental insurance for said minor child.

Also, the husband agrees to pay for any outstanding doctor or dental bills for either one of the parties' minor children which were incurred before the execution of this agreement.

The husband recognizes that he has a responsibility to substantially help his youngest child, David Randall Whitworth, monetarily in the event that he chooses to attend college when he becomes eligible.

4. The husband further agrees to pay to the wife as child support for the minor child, David Randall Whitworth, the sum of Two Hundred Dollars ($200.00) per month, begining with the date of the execution of this agreement and continuing until said child reaches majority.

s/Malchiga C. Whitworth, III
Malchiga C. Whitworth, III

s/Frances C. Whitworth
Frances C. Whitworth

5. It is further agreed between the parties that the wife shall have all rights, title, and interest to the proceeds from the children's bank accounts, and the parties' joint checking account; and that the husband shall have all right, title, and interest to the proceeds from the Pentagon Federal Savings Account, the First Federal Savings Account, the Home Federal Savings Account, and the Red River Credit Union account. The parties hereby agree to execute any and all documents necessary to evidence this transfer of their respective interest.

6. The parties agree that the husband shall have all rights, title, and interest in the stock which is owned by the parties and is presently in the possession of the husband. The wife hereby agrees to execute any and all documents necessary to evidence this transfer of her interest.

7. The parties agree that the wife shall have all rights, title, and interest in one-half (1/2) of the United States Savings Bonds owned by the parties or Five Thousand Dollars ($5,000.00) whichever is greater. The husband hereby agrees to execute any and all documents necessary to evidence this transfer of his interest.

8. The parties agree that the husband agrees to bear any of the wife's attorney's fees incurred in the above-mentioned divorce action as are set by the Court having jurisdiction.

s/Malchiga C. Whitworth, III
Malchiga C. Whitworth, III

s/Frances C. Whitworth
Frances C. Whitworth

9. In reliance of each of the parties' representations of having made a full disclosure of all of the properties or assets in their respective control, the parties agree

that this agreement constitutes an equitable settlement of all of the properties of the parties, and any other property or assets not specifically mentioned shall remain the property of the party now having possession, custody, or legal right.

10. It is further agreed between the parties that this agreement shall be presented to the Court having jurisdiction for adoption by that Court as a final and binding property settlement agreement and shall become a part of the final decree.

s/Malchiga C. Whitworth,III
Malchiga C. Whitworth,III

s/Frances C. Whitworth
Frances C. Whitworth

SUPPLEMENT TO PROPERTY SETTLEMENT AGREEMENT

Heretofore, Frances C. Whitworth, hereinafter referred to as wife, and M.C. Whitworth, III, hereinafter referred to as husband, entered into a Property Settlement Agreement regarding distribution of their properties, child support, visitation rights, etc., and same is incorporated herein be reference.

NOW, as a Supplement and addition to said Property Settlement Agreement, and for the considerations evident therefrom, the parties do further agree as follows:

1. That in the event a divorce is granted to either party, husband will immediately, and within fifteen (15) days from the date of such divorce, obtain decreasing term life insurance in amount equivalent to the mortgage on 122 McGavock Pike, Nashville, Tennessee, and to decrease at a rate equivalent to the deduction of that mortgage, said policy to be payable to the mortgage holder on said property. The payments husband is to make on said mortgage shall be on a monthly basis and until paid in full or until terminated as provided under numbered paragraph one of said original Property Settlement Agreement.

2. Husband is to claim parties' son, David, for income tax purposes.

3. Attorney fees for solicitor of record for wife are to be determined by the Court hearing this cause.

4. It is further agreed that in event either party is granted a divorce, that this Supplemental Property Settlement Agreement and said original Property Settlement Agreement shall be presented to the Court as a Property Settlement Agreement of the parties and subject to the approval of the Court.

s/Frances C. Whitworth
FRANCES C. WHITWORTH

s/Malchiga C. Whitworth, III
M. C. WHITWORTH, III

M I N U T E S, SPECIAL TERM, ON THE [illegible] DAY OF SEPTEMBER, 1974

All of which is so accordingly ORDERED, ADJUDGED and DECREED by the court and the costs of this cause are assessed against the cross-defendant, for all of which execution may be issued if necessary.

Entered this 17 day of [illegible], 1974.

JUDGE

APPROVED FOR ENTRY:

CECIL D. BRANSTETTER,
Attorney for the Cross-Plaintiff
216 Third Avenue North
Nashville, Tennessee 37201

I hereby certify that a copy of the foregoing Final Decree has been mailed to Mr. Jack Green, Attorney for the Cross-Defendant, Suite 5, 201 Thompson Lane, Nashville, Tennessee. This 22nd day of August, 1974.

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 correct transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* MALCHIGA C. WHITWORTH *Plaintiff, and* FRANCES C. WHITWORTH *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* 18th. *day of* July *in the year one thousand nine hundred and* SEVENTY SEVEN *and in the* 202nd. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [illegible], *D. C.*

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Form #GR-117 MINUTE BOOK 90C PAGE 936

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