M.B. 33C/2374

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IN THE FIFTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

BOBBY CHARLES SMITHSON	)	
	)	
-VS-	)	NO. 86619
	)	
JACQUE EVANS SMITHSON	)	

Maf. 73-12 Law. 78

FINAL DECREE

This cause came on to be heard on this 7th day of July, 1977, before the Honorable Stephen North, Judge of the Fifth Circuit Court of Davidson County, Tennessee, upon the original bill for absolute divorce, personal service upon the Defendant, default judgment heretofore granted, motion of the Complainant to amend the original complaint to add the grounds of irreconcilable differences, said complaint having been on file for more than ninety days and no answer having been filed, testimony of Complainant in open Court, statement of counsel, and the entire record in this cause; from all of which the Court is of the opinion that a divorce should be granted on the grounds of irreconcilable differences. The Court is further of the opinion that the property settlement agreement entered into by and between the parties should be ratified and affirmed in all respects and made a part of this decree by the inclusion of the same, as follows:

SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between BOBBY CHARLES SMITHSON (hereinafter referred to as Husband and JACQUE EVANS SMITHSON (hereinafter referred to as Wife).

W I T N E S S E T H :

That the parties hereto were lawfully married on May 7, 1972, in Nashville, Tennessee. As a consequence of certain irreconcilable difficulties that have arisen between the parties, Husband has filed a petition for absolute divorce. The parties are desirous of reaching an agreement concerning the custody and support of their minor child and are desirous of making a final and permanent settlement agreement with respect to their various assets.

Therefore, for and in consideration of the mutual promises and agreement contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. Child Custody and Visitation - Wife will have absolute care, custody and control of the parties' minor child, Stephen Shane Smithson. Husband shall have the right to visit with the minor child from 7:30AM to 6:30PM each and every Saturday. Husband is to give Wife notice by 6:00PM Friday if he is unable to exercise his visitation rights the following day. Husband shall have the right to two weeks of summer visitation to take place in Nashville, corresponding with his vacation time off of work.

2. Child Support - Husband will pay directly to Wife for the support of the parties' minor child the sum of $40.00 per week.

3. Real Estate - All right, title and interest to the parties' residence located at 2426 Vale Lane, Nashville, Tennessee, will vest solely in Wife, and Husband will be divested of all right, title and interest in same. Wife will assume as her sole obligation the payments for said real estate, commencing with the first payment due following the execution of this agreement, and she will hold Husband harmless of any liability he may incur for payment for said real estate. The real estate is of record at Book 4740, Page 850, Register's Office for Davidson County, Tennessee, and is more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 136 on the Plan of the revised Plan of Section I, Sunset View, as of record in Book 2663, Pages 27 and 28, Register's Office for said County to which plan reference is made for a more complete description.

Being the same property conveyed to Charles O. Hammond and wife, Ruby M. Hammond, by deed from George F. Purnell and wife, Voncile E. Purnell, of record in Book 3847, Page 308, said Register's Office, Charles O. Hammond having since died.

4. Automobiles - All right, title and interest to the 1976 Dodge Dart automobile will vest in Wife, and Husband will be divested of any right, title and interest in same. All right, title and interest in the older model Chevrolet automobile will vest in Husband, and Wife will be divested of all right, title and interest in same. Wife will assume as her sole obligation any indebtedness on the Dodge Dart automobile, and will hold Husband harmless for same.

5. Furniture and Household Furnishings - All right, title and interest to the household furniture and furnishings in the residence on Vale Lane will vest solely in Wife, and Husband will be divested of all right, title and interest in same.

6. Outstanding Bills - Husband assumes as his sole liability balances owing on the date of this agreement to Bank Americard and Master Charge and agrees to hold Wife harmless for same.

7. Tax Exemption - Husband agrees to allow Wife to take the Federal Income Tax dependency exemption for the minor child on her income tax return.

8. Attorney's Fees - Husband agrees to pay to Aleta G. Arthur, Attorney for Wife, an attorney's fee of $200.00.

9. Court Costs - Husband agrees to pay all court costs incident to the divorce.

10. Additional Instruments - Each of the parties shall, from time to time, execute, acknowledge and deliver any and all further instruments that may be reasonably required to give full force and effect to the provisions of this agreement.

THIS AGREEMENT, if and when approved by a Court of competent jurisdiction in Davidson County, Tennessee, and incorporated into any final decree of divorce which might be granted to the parties, shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might accrue to either in the future, except as otherwise herein provided, and as provided by law. Specifically included in this agreement are any claims for support, maintenance, alimony, attorney's fees, dower, homestead, inheritance or any other interest or demand which might otherwise be asserted by either party against the other, or against the property or estate of the other.

WITNESS our hands this 15thday of June, 1977.

/s/ Bobby Charles Smithson /s/ William J. Faimon

/s/ Jacque Evans Smithson /s/ Aleta G. Arthur

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that a divorce be, and is hereby granted in this cause on the grounds of irreconcilable differences.

It is further ORDERED, ADJUDGED and DECREED by the Court that the property settlement agreement entered into by and between the parties as hereinabove set out be, and is hereby ratified and affirmed in all respects.

The costs of this cause are taxed against the Complainant for which execution will issue, if necessary.

S/ Stephen Kirtley
JUDGE

APPROVED FOR ENTRY:

Enter This 8 day of July, 1977.

S/ William J. Faimon
WILLIAM J. FAIMON
ATTORNEY

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in this Document Unsatisfactory When Received.

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I hereby certify that a copy of this Final Decree has been mailed to Ms. Aleta G. Arthur, Solicitor for the Defendant, on this 8th day of July, 1977.

WILLIAM J. FAIMON

JUL 21 MISC B* 8.00 * 8.00

PLEASE RETURN TO:

Jacque Smithson
2426 Vale Lane
Nashville, Tennessee 37214

IDENTIF. REFERENCE

JUL 21 2 51 PM '77

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

E 15738

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* Bobby Charles Smithson *Plaintiff, and* Jacque Evans Smithson *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* 21st. *day of* July *in the year one thousand nine hundred and* Seventy-seven *and in the* 202th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Jane Smith, *D. C.*

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