4-29-77
104B/1001

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

Mgf. 33-8 Par. 9

MARY LOU LUCAS	)	
	)	
Plaintiff	)	
	)	
	)	
vs	)	FILE NUMBER 85894
	)	
	)	
	)	
JOHN M. LUCAS	)	
	)	
Defendant	)	

FINAL DECREE

THIS CAUSE came on to be heard on the 12th day of April, 1977, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, at Nashville, and IT APPEARS to the Court that the Defendant, JOHN M. LUCAS, has been served with summons to answer the Plaintiff's Complaint for Divorce, and that he has failed to answer said Complaint in the time required by law. IT IS THEREFORE ORDERED by the Court that Plaintiff's Complaint for Divorce be taken as confessed and further, that the cause be set for hearing ex-parte.

THEREFORE, this cause came on to be further heard upon the Complaint and Judgment by Default heretofore taken and entered against the Defendant, JOHN M. LUCAS, and the entire record in the cause, including the testimony of witnesses heard and examined in open Court, from all of which it duly appears to the Court that the facts charged in the Plaintiff's Complaint are true and that the Defendant is guilty of cruel and inhuman treatment.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court that the bonds of matrimony subsisting between the Plaintiff, MARY LOU LUCAS, and the Defendant, JOHN M. LUCAS, be and the same are absolutely and forever dissolved and that the Plaintiff,

ELLY & JONES
ATTORNEY AT LAW
HENDERSONVILLE
TENN.

MARY LOU LUCAS, be vested with all the rights and privileges of an unmarried person, and that the Plaintiff, MARY LOU LUCAS, be granted an absolute divorce by default judgment.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Property Settlement previously entered into by both parties is approved by the Court and is as follows and incorporated herein and made a part of this Final Decree of Divorce:

(SEE ATTACHED)

That the costs of this cause be taxed against the Defendant for which let execution issue if necessary.

This Decree was pronounced on the 12th day of April, 1977, now for then.

s/ Benson Trimble
BENSON TRIMBLE
JUDGE

4-25-77

PREPARED BY

KELLY & JONES

BY: _____
WILLIAM P. JONES
ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

Copy of this pleading has been served upon counsel for all parties at interest in the ... by ... and exact copy of said pleading to ... copy ... a true and exact copy ... Said addressed to said ... same to ... proper ... to carry the ...

This the 25th day of April, 1977

W.P.J.

KELLY & JONES
ATTORNEY AT LAW
CLINTONVILLE
TENN. 37825

BOOK 5185 PAGE 872

AUG 18 77 MISC B* 12.00 * 12.00

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IDENTIF. REFERENCE

AUG 18 2 34 PM '77

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

MB 104 B/1001 4-29-77 # 85894

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* Mary Lou Lucas *Plaintiff, and* John M. Lucas *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* 18 *day of* August *in the year one thousand nine hundred and* 77 *and in the* 202nd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature], *D. C.*

Form #GR-117

#15123

PROPERTY SETTLEMENT
AGREEMENT

BOOK 5185 PAGE 873

This agreement made this 21st day of Feburary, 1977, between MARY LOU LUCAS, a resident of Davidson County, Tennessee, hereinafter referred to as WIFE, and JOHN M. LUCAS, also a resident of Davidson County, Tennessee, hereinafter referred to as HUSBAND.

WHEREAS: The parties hereto are now husband and wife, but have been seperated and living apart since December 15, 1976, and said seperation resulted from unhappy and irreconcilable differences between them.

AND WHEREAS: There is now an action for absolute divorce pending in the Circuit Court of Nashville, Davidson County, Tennessee, wherein the Wife is the Complainant and the Husband is the Defendant.

AND WHEREAS: It is the desire of the parties to make an agreement setting forth their rights respecting property now owned by the parties and to adjust and settle all marital interest in said property.

AND WHEREAS: It is understood by both parties that the terms of such agreement as to the disposition of the property of the parties is to be incorporated into the final divorce decree and that said agreement is to be a complete and full settlement of their property rights between them so that any terms may be enforcable by contempt proceedings if necessary. This agreement is not intended, nor shall it be construed to be an agreement for divorce. Either party shall have the right to appear in Court and contest such action. It is agreed between the parties that this agreement may be submitted to the Court for approval and may be part of the final divorce decree. Either party here waives any right to apply to any Court for modification of this agreement prior to the final decree of divorce.

WITNESSETH: That now therefore in consideration of the premises and mutual agreements hereinafter contained, the parties do hereby agree as follows:

1. The parties heretofore have physically divided and taken into their respective personal possession all personal items in which

either party hereto has any interest and which are not herein specifically referred to. Each party does hereby transfer and quitclaim unto the other party all his or her interest in and to all of the personal items now in the possession of the other party.

2. The parties presently own, as tenants by the entireties a house and located at 108 Hardaway Drive, Goodlettsville, Tennessee, which will be awarded to the Wife. The Husband agrees that any right, title or interest he has in and to said house and lot will be divested from him and vested solely in the Wife, and the Wife agrees to accept said house and lot subject to any indebtedness thereon and to hold the Husband harmless for same.

3. The parties agree that the Husband will be divested of any right, title or interest he has in and to those items of household goods and furnishings and said title, right and interest will be vested solely in the Wife.

4. The Wife agrees to pay the outstanding dental bill, Mastercharge bill and Avco Finance bill and the Husband agrees to pay any additional bills owed by the parties prior to their separation, and that each party agrees to hold the other harmless for these bills they herein agree to pay.

5. It is hereby agreed that any and all property acquired by either party subsequent to the date of separation shall be the sole and seperate property of the party so acquiring the same and that any debts or obligations contracted by either party subsequent to the date of separation shall be the sole and separate responsibility of and liabilty to the party so contracting such debt or obligation and the other party will not be required to pay such debt or obligation.

6. The Husband hereby agrees to pay to William P. Jones, Attorney at Law, the sum of $150.00 as attorney's fees for services rendered to the Wife in this cause, said amount being one-half of his fee. The parties further agree that the court costs will be divided equally between them.

7. It is also hereby expressly agreed that either party will promptly execute any and all documents of any kind or character for the other which may be necessary or proper to carry out the terms hereof.

IN WITNESS WHEREOF the following have subscribed their names on this the 21st day of Feburary, 1977.

Mary Lou Lucas
MARY LOU LUCAS

Gloria A. Alman
WITNESS

John M. Lucas
JOHN M. LUCAS

Robert H. Lewis
WITNESS