May 72-12

ELSIE JONES PHILLIPS

vs.

WILLIAM C. PHILLIPS, JR.

No. 53236 184

D E C R E E

This cause came on to be heard this 2nd day of January, 1969, before The Honorable Shelton Luton, Probate Judge, upon the petition for divorce heretofore filed, decree pro confesso previously entered, testimony of petitioner and other witnesses who appeared in open court, statement of counsel and the entire record, from all of which the Court finds as follows:

The parties are husband and wife, having been married on August 11, 1964, in Dade County, Georgia. They have resided in Tennessee continuously since their marriage. The parties were separated on May 7, 1968, and have not lived together since that time. Prior to their separation petitioner discovered that defendant had an interest in another woman, which interest continued over a considerable period of time, causing emotional distress, embarrassment and anxiety to petitioner to the point that her health and welfare were threatened and undermined. Petitioner gave the defendant no cause for his treatment of her. The Court accordingly finds that the allegations of the petition are sustained and that the defendant has been guilty of such cruel and inhuman treatment or conduct toward petitioner as renders it unsafe and improper for her longer to cohabit with him.

It is accordingly ORDERED, ADJUDGED AND DECREED by the Court that the petitioner be and she hereby is awarded an absolute divorce from the defendant, and the bonds of matrimony heretofore

subsisting between the parties are forever dissolved.

It further appears to the Court that the parties have entered into a property settlement agreement, which is in words and figures as follows:

AGREEMENT

THIS AGREEMENT, made and entered into in Nashville, Davidson County, Tennessee, on this 3rd day of June, 1968, by and between WILLIAM C. PHILLIPS, JR., herein called "First Party", and ELSIE JONES PHILLIPS, herein called "Second Party",

W I T N E S S E T H:

The parties are husband and wife, but have been separated and Second Party has filed a suit for divorce against First Party. The parties desire by this agreement to adjust and settle amicably all questions of property rights between them in any way arising out of or connected with their marriage. The parties accordingly have agreed as follows:

1. First Party agrees to transfer and convey to Second Party all right, title and interest which he may have in and to the residence of the parties at 429 Benita Drive in Nashville, Davidson County, Tennessee, and in and to a house and lot owned by the parties at 1917 Pinehurst Drive, Nashville, Davidson County, Tennessee, subject to mortgages outstanding on both properties, which Second Party assumes and agrees to pay.

2. All of the personal property and furniture in the residence of the parties at 429 Benita Drive shall be and become the property of Second Party, except for a desk, bed, dresser and a few other items of furniture which were the property of First Party prior to the marriage of the parties, and which the parties agree belong to and shall remain separate property of First Party.

3. First Party agrees to pay all household bills and other debts owing by the parties, except that Second Party shall assume and be responsible for the unpaid balance owing on a television set and on her automobile, both the television set and the automobile being her property under the terms of this agreement.

4. In consideration of the foregoing agreements and covenants, each of the parties releases the other from any claim of any kind or character which either may have against the other, except as set out above, in any way arising out of or connected with their marriage, and each of the parties waives any claim or right which either may have against the other, or the estate of the other, by reason of their marital relationship, it being the intention of the parties to make a full and final settlement of all of their property rights by this instrument. It is further agreed that in the event Second Party obtains a divorce in the action now pending or in the event either of the parties obtains a divorce against the other in any other action in the future, this agreement shall be presented to the divorce court for its approval, and if approved, shall be made a part of any divorce decree.

IN WITNESS WHEREOF the parties have executed this instrument the day and date first above written.

Sgd. William C. Phillips Jr.
First Party

Sgd. Elsie M. Phillips
Second Party

The Court finds that said settlement is in all respects fair and reasonable, and the same is accordingly ratified by the Court and made a part of this decree.

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Defendant will pay the costs of this cause for which execution may issue if necessary.

Probate Judge

APPROVED FOR ENTRY:

Solicitor for Petitioner

IDENTIF. REFERENCE
AUG 22 3 34 PM '77
FELIX A. ... REGISTER
DAVIDSON COUNTY, TENN.
E 2 1 8 0 0

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* ELSIE JONES PHILLIPS *Plaintiff, and* WILLIAM C. PHILLIPS, JR. *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* 22nd. *day of* AUGUST *in the year one thousand nine hundred and* SEVENTY-SEVEN *and in the* 202 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Jane Smith, *D. C.*

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