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IN THE SIXTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

GEORGE MACON McNEIL	)	
	)	
	)	
VS.	)	No. 88188
	)	
	)	
MARY LAURENE SMITH McNEIL	)	

FINAL DECREE

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This cause came on to be heard on this Monday, October 3, 1977, before the Honorable James Swiggert, Judge of the Sixth Circuit Court of Davidson County, Tennessee, upon a petition for absolute divorce heretofore filed by the original complainant in this cause, George Macon McNeil, an order of default having been entered. After having heard testimony of the plaintiff in this cause and statement of Counsel, the Court was of the opinion that the petition was well taken. That is to say that irreconcilable differences existed between the parties in this cause, and that the same were such as to cause the termination of the marriage.

It is therefore ORDERED, ADJUDGED AND DECREED by the Court that the original complainant in this cause, George Macon McNeil, be and he is hereby awarded an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED AND DECREED by the Court that the property settlement agreement heretofore entered into by the parties be approved by the Court and included in the decree as follows:

PROPERTY SETTLEMENT AGREEMENT

"THIS AGREEMENT made and entered into in Nashville, Tennessee, on the _____ day of _____, 1977, by and between George Macon McNeill, hereafter referred to as husband, and Mary Laurene Smith McNeill, hereafter referred to as wife.

WITNESSETH:

WHEREAS, parties are man and wife and as a consequence of certain irreconcilable differences that have arisen between the parties, the husband has filed a petition for absolute divorce; and

WHEREAS, the parties are desirous of settling the property rights subject to approval of the Court, therefore, for and in consideration of the mutual promises and agreements contained herein, the parties heretofore agree covenant and bind themselves as follows:

(1) Home Place. All right, title and interest that the parties have in and to their home place, located at 362 Monaco D-ive, Hermitage, Tennessee, be vested solely in the wife, and the husband shall be divested of any right, title and interest he might have in and to the same. In addition thereto, the wife shall assume any and all indebtedness of any kind which is now or might become outstanding against the home, and she shall hold the husband harmless from any indebtedness, mortgages or encumbrances which may later exist against said property.

(2) Household Furniture and Furnishings. The parties have agreed by and between themselves as to the division and disbursement of the furnishings contained in the home of the parties at 362 Monaco Drive, Hermitage, Tennessee.

(3) Automobiles. The wife shall have the 1973 Chevrolet Chevelle automobile and the same shall be titled solely in her name. The husband shall have the 1976 Honda 750 Motorcycle and the same shall be titled in his name. The husband shall have the 1976 Chevrolet Pick-up Truck and same shall be titled in his name.

(4) Boat. The husband shall have the 1977 Harris Float Boat and the 70 Horsepower Johnson Outboard Motor thereon.

(5) Debts. Each party shall be responsible for the debts that they have presently incurred prior to the date of this agreement.

(6) Joint Checking Account. The wife is to receive all proceeds presently on deposit in the joint checking account of the parties in the name of Mr. and Mrs. George M. McNeill at Commerce Union Bank in Donelson, Tennessee, under account number 907-972-6.

(7) Joint Savings Account. The wife is to receive all proceeds presently on deposit in the name of the parties, Mr. and Mrs. George M. McNeill, at Commerce Union Bank. Donelson Branch, account number 077095-1.

(8) United States Savings Bonds. The wife is to receive United States Savings Bond number D202060463E, issued June 1976, with a face value of $500.00 upon maturity, in the name of George M. or Laurene S. McNeill. Husband is to receive the following United States Savings Bonds:

D94011354E, in the name of George M. or Laurene S. McNeill, issued December 1974, with face value of $514.60 upon maturity.

D94011368E, in the name of George M. or Laurene S. McNeill, issued July 1975, with face value of $514.60 upon maturity.

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94011339E, in the name of George M. or Laurene S. McNeill, issued April 1972, with face value of $514.60 upon maturity.

D102382493E, in the name of George M. or Laurene S. McNeill, issued December 1973, with face value of $514.60 upon maturity.

R43856615E, in the name of George M. or Laurene S. McNeill, issued April 1972, with face value of $204184 upon maturity.

R43856617E, in the name of George M. or Laurene S. McNeill, issued April 1972, with face value of $205.84 upon maturity.

R43856616E, in the name of George M. or Laurene S. McNeill, issued April 1972, with face value of $205.84 upon maturity.

R43856614E, in the name of George M. or Laurene S. McNeill, issued April 1972, with face value of $205.84 upon maturity.

C516944271E, in the name of George M. or Laurene S. McNeill, issued April 1972, with face value of $100.04 upon maturity.

(9) Stocks. The husband is to receive the following shares of stock presently held by the parties, the same to be held by the husband solely:

200 shares - Service Merchandise
120 shares - DeKalb Agricultural Stock
10 shares - Bank of Troy, Tennessee

(10) Miscellaneous. In addition to the above items specifically set out, the husband shall receive an antique organ and an old coin collection, presently stored in the parties lock box.

(11) Federal Savings and Loan Certificate of Deposit. The parties presently hold a Federal Savings and Loan Certificate of Deposit in the name of George M. or Laurene S. McNeill, at the First Federal Savings and Loan Association of Union City, Tennessee, the same being identified as account number 0802754-3, having been issued May 3, 1976, with a maturity date of May 3, 1980. The same is to be retained by the parties in their joint ownership until such time as same shall be matured, at which time it is to be divided equally between the parties, unless either party shall find it necessary to need the proceeds therefrom, at which time both parties agree that they will execute the necessary statements to cash said Certificate of Deposit, at which time the proceeds shall be divided equally between the parties.

Both parties understand that this agreement is subject to the approval of the Court in the event a divorce is not granted to either of the parties. However, in the event a divorce is not granted to either of the parties, or the parties are reconciled, this agreement shall be of no force or effect. If approved by the Court said agreement is a full, final and complete settlement of the property held between the parties, and same was entered into without any collusion between the parties, but solely of their own free will.

/s/ George Macon McNeill
George Macon McNeill

/s/ Patricia A. Hunter
Witness

/s/ Mary Laurene Smith McNeill
Mary Laurene Smith McNeill

/s/ Muriel Robinson
Witness

It is further ORDERED, ADJUDGED AND DECREED by the Court that the defendant in this cause be restored to her maiden name, Mary Laurene Smith.

It is further ORDERED, ADJUDGED AND DECREED by the Court that the complainant will pay the cost of the cause, for which let execution issue if necessary.

This 11 day of Oct, 1977.

/s/ J. M. Duiggart
JUDGE

APPROVED FOR ENTRY:

Seth Norman
Attorney for Complainant

CERTIFICATE

I hereby certify that a copy of this order has been mailed to the defendant, Mary Laurene Smith McNeill, 362 Monaco Drive, Hermitage, Tennessee, this ___ day of _____, 1977.

Seth Norman
Attorney for Complainant

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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 ~~correct transcript~~ true copy of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* George Macon McNeil *Plaintiff, and* Mary Laurene Smith McNeil *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* 12th *day of* Oct., *in the year one thousand nine hundred and* 77 *and in the* 202nd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Laurene Bales, *D. C.*

Form #GR-117