IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

3-4-77
1A1C/2091

PEARLIE MAY DAVIS]

-vs-] NO. 84603

WILLIAM EDWARD DAVIS]

M2081-10
par#24

FINAL DECREE

This cause came on to be heard on the 3rd day of March, 1977 before the Honorable J. William Rutherford, Judge, upon the petition for absolute divorce filed by complainant, personal service of process upon the defendant, answer filed by the defendant, subsequent agreement of the parties to allow this matter to be tried as a non-contested case, submission to the Court of a property settlement agreement heretofore entered into by the parties, testimony of complainant and her corroborative witnesses, statement of counsel in open court and from the entire record in this cause. From all of which the Court finds that the defendant has been guilty of such cruel and inhuman treatment or conduct toward complainant as renders further cohabitation unsafe and improper. It is therefore

ORDERED AND ADJUDGED that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved and the complainant, Pearlie May Davis, is granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED AND ADJUDGED that the property settlement agreement heretofore executed by the parties and tendered to the Court for approval is hereby approved in all respects and made a part of this Final Decree by inclusion, as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT entered into by and between PEARLIE MAY DAVIS, hereinafter referred to as Wife, and WILLIAM EDWARD DAVIS, hereinafter referred to as Husband.

WHEREAS, the parties are husband and wife, having been married for a period of thirty-eight years, and presently have on file a divorce action in the First Circuit Court of Davidson County, Tennessee, under docket number 84603, and

WHEREAS, during their lifetime together they have accumulated certain real and personal property and desire to make a fair and equitable division of this property between themselves prior to a divorce hearing in order that both parties' interest may be proteced, and

WHEREAS, one of the children of the parties, Deborah Faye, is still a minor and is presently living with Wife.

NOW THEREFORE, in consideration of the premises and the mutual advantage to both parties, it is agreed as follows:

(1) Wife shall have all of the household furniture, furnishings, appliances, etc. located in the home. The trucks and all business interest will belong to Husband.

(2) Under the terms of this agreement Wife waives all of her rights to alimony, dower and any interest in the business of Husband.

(3) Husband will pay the furniture note at Sterchi's Furniture Company, the monthly note at Woolco Department Store, as well as all other outstanding indebtedness presently owed by the parties. In addition thereto, Husband will pay the monthly electric, water and telephone bill until such time as a divorce is granted in this case.

(4) Husband agrees to pay Wife the sum of $50.00 per week as child support until such time as the minor child reaches her majority.

(5) Husband agrees to pay the incidental college expenses of the daughter of the parties now in college.

(6) Husband agrees to pay the Internal Revenue Service any balance due on past or present income tax returns filed by the parties.

(7) Wife shall have the custody of the minor child of the parties, with liberal visitation rights reserved to the Husband.

(8) The real property owned by the parties located at 1721 26th Ave., N., which will be more fully described in the final decree, is presently owned by the parties as tenants by the entirety. Upon the granting of the divorce, the parties shall become tenants in common with three-fourths of the interest in the property to belong to Wife and one-fourth interest to belong to Husband. Husband shall not have the power to seek partition or force the sale of the property during the lifetime of the Wife. And when sold by the Wife, or her heirs, he will join in the signing of any deeds or related documents. The Wife will be required to pay the house notes, insurance, taxes and upkeep of the property. All proceeds of fire insurance policy paid for by Wife shall be paid to her, but Husband shall have the right to insure his interest in the property.

(9) Wife has paid her counsel a retainer fee at the time this suit was filed. Husband will be liable for any additional fee due counsel for Wife, said additional fee to be set by the trial court upon a trial of this cause.

(10) Wife is presently using the El Dorado Cadillac automobile owned by both parties. It is agreed that she can keep and use this car until such time as Husband purchases a smaller one, satisfactory to her, in good repair and operating condition. Husband will continue to make the payments on the Cadillac until such time as it is sold.

This agreement is subject to the approval of the Court and when approved shall become a part of the final decree of divorce.

WITNESS OUR HANDS, this 21 day of January as to Wife, and the _____ day of January, 1977, as to Husband.

Barbara Jo Davis
WIFE

Eugene Jackson
SOL. FOR WIFE

William Edward Davis
HUSBAND

Joe P. Sisk, Jr.
SOL. FOR HUSBAND

It is further ORDERED, AND ADJUDGED that the real property of the parties located at 1721 26th Ave., N., Nashville, Davidson County, Tennessee, and more particularly described as follows:

> Being Lot No. 5 on the Plan of Cumberland Gardens, Section VI, of record in Book 3106, page 117, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 5 fronts 50 ft. on the west side of 26th Ave., N., and extends back between parallel lines 110.0 ft. to a dead line in the rear on which it measures 50 ft.
>
> Being part of the same property conveyed to William Edward Davis and wife, Pearlie M. Davis, by deed from Stanley T. Snodgrass, Trustee, of record in Book 3462, page 425, RODC, Tennessee.

shall be vested three-fourths to complainant, Pearlie May Davis and one-fourth to defendant, William Edward Davis, as tenants in common.

It is further ORDERED AND ADJUDGED that complainant's solicitor of record, Eugene Jackson, is awarded an attorney fee of $300.00, which includes the pendente lite heretofore awarded.

The costs of this cause are taxed against the defendant, for all of which execution may issue, if necessary.

William Stokes
JUDGE

3-4-77

APPROVED:

Robert L. Jackson
Attorney for Complainant

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of this pleading has been served upon counsel for all parties at interest in this cause by delivering a true copy of said pleadings to the offices of said counsel or placing a true copy of said pleading in the United States mail addressed to said counsel.

This the 3 day of March 1977.

R. L. Jackson

Mail Robert L. Jackson
Escrow Account
216 - 3rd Ave. N.
Nash. Tenn. 37201

BOOK 5217 PAGE 12

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IDENTIF. REFERENCE

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FELIX Z. HUNTSMAN REGISTER
DAVIDSON COUNTY, TENN.

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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 of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Pearlie May Davis *Plaintiff, and* William Edward Davis *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* 1st *day of* November *in the year one thousand nine hundred and* seventy-seven *and in the* 202nd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*

Form #GR-117