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IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE 8DA-5673

JOHN RILEY WEBB)
)
VS.) NO. 88742
)
ELIZABETH ALICE WILLIAMS WEBB)

FINAL DECREE

This cause came on to be heard on the 12th day of December, 1977 before The Honorable J. William Rutherford Judge of the First Circuit Court for Davidson County, Tennessee upon Plaintiff's Complainant's Complaint for Absolute Divorce on the grounds of irreconcilable differences, personal service of process had upon the Defendant on August 25, 1977, Order of Default Judgment, testimony of Plaintiff and statements of counsel and from all of which the Court finds that there exist irreconcilable differences between the parties and that the Plaintiff should be granted an absolute divorce from the Defendant and restored to all rights and privileges of an unmarried person. It further appearing to the Court that the parties have entered into a Property Settlement and Custody Agreement dated August 24, 1977 which is fair and reasonable and should be approved by the Court.

It is therefore ORDERED, ADJUDGED and DECREED as follows:

1. That the Plaintiff, John Riley Webb, be,and he is hereby granted an absolute divorce from the Defendant and restored to all rights and privileges of an unmarried person.

2. That the following Property Settlement Agreement heretofore entered into by and between the parties is approved and becomes a part of the Order of this Court:

"PROPERTY SETTLEMENT AND CUSTODY AGREEMENT

THIS AGREEMENT entered into this 24th day of August, 1977 by and between JOHN R. WEBB and ELIZABETH W. WEBB.

W I T N E S S E T H :

WHEREAS, the parties have experienced marital difficulties which they anticipate will lead to the initiation of divorce proceedings in the Circuit Court of Davidson County, Tennessee; and

WHEREAS, the parties have agreed as to all matters of property and custody of the minor child; and

WHEREAS, the parties desire to set forth in writing the matters upon which they have agreed;

NOW THEREFORE, for and in consideration of the mutual benefits to be derived from this agreement the parties hereto agree as follows:

1. Real Property. The parties own presently as tenants by the entirety a house and lot located at 803 Kendall Drive in Nashville, Davidson County, Tennessee more specifically described as follows:

> Land in Davidson County, Tennessee, being Lot No. 45 on the Plan of Section IV, Brookside Courts, Addition No. 4 as of record in Plat Book 2083, Page 59, Register's Office for said County, and described as follows:
>
> Beginning at a point in the northwesterly margin of Kendall Drive, at the corner of Lots Nos. 44 and 45; thence with the line between said lots, northwesterly 165.8 feet to a point; thence southwesterly 69.2 feet to the northeasterly margin of Docshill Drive; thence with the margin of the same, southeasterly around a slight curve, 141.8 feet to the beginning of a curve, thence around said curve, easterly 39.26 feet to the westerly margin of Kendall Drive; thence with the margin of the same, northeasterly 75 feet to the point of beginning.
>
> Being the same property conveyed to John R. Webb and wife, Elizabeth Alice Webb by deed from Robert Wayne Williams and wife, Lila Dale Williams of record in Book 4826, Page 968, Register's Office for Davidson County, Tennessee.

The parties agree that all right, title and interest in the aforesaid property, except as herein stated, shall be divested from JOHN R. WEBB and vested solely in ELIZABETH ALICE WILLIAMS WEBB. This property shall be used by ELIZABETH ALICE WILLIAMS WEBB as a residence for herself and the child of the parties without obligation to JOHN R. WEBB until the happening of either of the following events, whichever comes first:

(a) The aforesaid property is sold or

(b) ELIZABETH ALICE WILLIAMS WEBB remarries.

Upon the happening of the first of either of the above events, ELIZABETH ALICE WILLIAMS WEBB will pay to JOHN R. WEBB for his equity in said residence as of the date of this agreement the sum of $2,000.00. ELIZABETH ALICE WILLIAMS WEBB will be solely responsible for the maintenance of said residence with the exception of the roof. If the roof to said premises shall require replacement or repair work prior to the happening of either of the two aforesaid contingencies, JOHN R. WEBB agrees to be liable for one-half (1/2) of the cost incurred in repairing or replacing said roof. Provided, however, that all sums which JOHN R. WEBB expends toward the repair or replacement of the aforesaid roof shall be added to the $2,000.00 set forth above as his part of the equity in said house.

To secure payment of the aforesaid $2,000.00 and one-half (1/2) of any repair or replacement cost to the roof of the premises, ELIZABETH ALICE WILLIAMS WEBB agrees that JOHN R. WEBB shall have a lien against the aforesaid real property and that this agreement may be recorded in the Davidson County Register's Office as a muniment of said lien.

From and after the date of this agreement, ELIZABETH ALICE WILLIAMS WEBB shall be totally responsible for the payment on the mortgage for the aforesaid premises and agrees to indemnify and hold harmless JOHN R. WEBB from any and all liability or expenses connected with the same.

2. Automobiles. ELIZABETH ALICE WILLIAMS WEBB shall be vested with sole title to a 1977 Plymouth Arrow which she now has in her possession. JOHN R. WEBB will be vested with sole title and interest to a 1976 Ford Ranger Pickup Truck which he has in his possession. All right, title and interest of the party not in possession of either of the aforesaid vehicles,as above-stated, shall be divested out of him or her so that title may be vested solely in the party in possession. Both parties agree to execute all documents necessary to accomplish the aforesaid transfer.

3. Bank Accounts. ELIZABETH ALICE WILLIAMS WEBB shall have all right, title and interest to all funds from and after the date of this agreement in an account established in the name of "Mr. or Mrs. John R. Webb" at the Genesco Branch of the First American National Bank, Account No. 594-084-0.

JOHN R. WEBB shall have all right, title and interest in a bank account established in the name of 'John R. Webb' at the Genesco Branch of the First American National Bank, Account No.

The parties have a savings account at the First American National Bank, Belle Meade Branch, Account No. 1632-357-8 which has been established for the benefit of their minor son, John Kerry Webb. This account is presently established in the name of 'John Kerry Webb by Mr. or Mrs. John R. Webb'. The parties agree that from and after the date of this agreement this account shall be established as 'John Kerry Webb by Elizabeth W. Webb". Thereafter, JOHN R. WEBB shall have no further interest in this account.

JOHN R. WEBB maintains a savings account at the U. S. Courthouse Credit Union in Nashville, Davidson County, Tennessee.

JOHN R. WEBB shall have sole right, title and interest in this account from and after the date of this agreement.

Both parties agree that all right, title and interest of the opposite party shall be divested out of them and vested solely in the party in whose name the aforesaid accounts will be maintained henceforth as above-stated. Both parties agree to execute such further documents as may be necessary to accomplish the intents and purposes of this section of this agreement.

4. Debts. JOHN R. WEBB shall be totally responsible for the following debts and agrees to hold ELIZABETH ALICE WILLIAMS WEBB harmless from the same:

(a) First American National Bank (Truck Loan)

(b) Sears, Account No. 6-90668-42371-6

(c) Shell Oil Company, Account No. 240309898

(d) B. F. Goodrich Company, Account No. 8395 5012667

ELIZABETH ALICE WILLIAMS WEBB agrees to be totally responsible for the following debts and to hold JOHN R. WEBB harmless from the same:

(a) First American National Bank (Loan for 1977 Plymouth Arrow)

(b) Belle Meade Drugs

(c) Master Charge

(d) Guaranty Mortgage Company

5. Liability Insurance. Both parties shall be henceforth responsible for their own liability coverage on their respective vehicles.

6. Life Insurance. The parties presently hold a family policy with Life of Georgia. They agree that JOHN R. WEBB shall be removed as an insured on this policy and shall be entitled to any cash value attributed to the removal of the same. This policy shall be thereafter maintained as a family policy for ELIZABETH ALICE WILLIAMS WEBB and JOHN KERRY WEBB and ELIZABETH ALICE WILLIAMS WEBB agrees to be solely responsible for the premiums for the same and to hold JOHN R. WEBB harmless from said premiums.

7. Hospitalization Insurance. JOHN R. WEBB agrees to continue to carry hospitalization insurance with the National Alliance Insurance Company or a similar company for the benefit of himself and the minor child of the parties, John Kerry Webb.

8. Coins and Medals. The parties acknowledge that certain coins and commememorative medals have been given to the parties and/or to the parties and the minor child, John Kerry Webb by ELIZABETH ALICE WILLIAMS WEBB'S father, Newton A. Williams. The parties agree that henceforth, all right, title and interest in said coins and commemorative medals shall be divested out of them and vested solely in the minor child of the parties, John Kerry Webb.

9. Household Furnishings and Miscellaneous Personal Property. All household furnishings shall be henceforth the sole property of ELIZABETH ALICE WILLIAMS WEBB and all right, title and interest in the same shall be divested from JOHN R. WEBB and vested solely in her with the exception of an antique radio which shall henceforth be the sole property of JOHN R. WEBB. In addition, JOHN R. WEBB shall have as his sole property all of his clothes and other personal belongings. All property located in an out-building on the property described in Section 1 above, shall be the sole property of JOHN R. WEBB. All property not otherwise mentioned shall remain the sole and absolute property of the party in possession and all right, title and interest in the same shall be divested out of the party not in possession.

10. Custody and Visitation Rights. Custody of the minor child of the parties, John Kerry Webb shall be vested in ELIZABETH ALICE WILLIAMS WEBB with JOHN R. WEBB granted visitation rights at reasonable times and places.

11. Child Support. JOHN R. WEBB agrees to pay directly to ELIZABETH ALICE WILLIAMS WEBB for and as child support the sum of NINETY DOLLARS ($90.00) every other week.

12. Attorney's Fees and Court Costs. The parties agree that they will split the attorney's fee of THREE HUNDRED DOLLARS ($300.00) charged by LARRY R. WILLIAMS, ATTORNEY and each shall be liable for one-half (1/2) of said fee. The parties further agree that they will split the Court costs incurred in this proceeding and each be liable for one-half (1/2) of the same.

13. Income Tax Dependent. ELIZABETH ALICE WILLIAMS WEBB will claim the minor child of the parties as a dependent for income tax purposes.

14. Execution. Both parties agree that they have read and understand all of the terms and provisions contained in this agreement. They further agree that they signed this agreement with the intention to make a full, absolute and complete disposition of all matters of property and support. The parties further acknowledge that they have entered into this agreement as their own free act and deed without any coercion or undue influence by the opposite party or any other third party.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and date first written above.

WITNESS TO SIGNATURE:

/s/ Larry R. Williams

/s/ John R. Webb
JOHN R. WEBB

WITNESS TO SIGNATURE:

/s/ Larry R. Williams

/s/ Elizabeth W. Webb
ELIZABETH W. WEBB
"

3. Custody of the minor child of the parties shall be vested in the Defendant Elizabeth Alice Williams Webb with the Plaintiff, John Riley Webb being granted reasonable visitation rights.

4. As provided in the aforesaid Property Settlement Agreement the Plaintiff, John Riley Webb, shall pay to the Defendant, Elizabeth Alice Williams Webb, the sum of $90.00 every other week as child support.

5. The costs of this cause are taxed against the Plaintiff for which execution may issue if necessary.

ENTER this 13th day of December, 1977.

S/ J. William Rutherford
JUDGE

APPROVED FOR ENTRY: DEC29'77 MISC 8* 12.00 * 12.00

LARRY R. WILLIAMS,
Attorney for Plaintiff

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.
DEC 29 11 09 AM '77
IDENTIF. REFERENCE

E 43837.

CERTIFICATE

I certify that a copy of the foregoing Final Decree has been mailed this date to the Defendant, Elizabeth Alice Williams Webb, 803 Kendall Drive, Nashville, Tennessee 37209.

This 12 day of December, 1977.

LARRY R. WILLIAMS, ATTORNEY

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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* John Riley Webb *Plaintiff, and* Elizabeth Alice Williams Webb *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* 29th *day of* December *in the year one thousand nine hundred and* seventy-seven *and in the* 202nd. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Butters, D. C.