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BOOK 5264 PAGE 354

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

10-17-77
1431 3/1135

DONNA KAY MAYO (
(
(
VS. (CASE NO. 88621
(
(
MICHAEL EDWARD MAYO (

MAR 21 78 MISC B* 8.00 * 8.00

FINAL DECREE

THIS CAUSE CAME ON TO BE HEARD on this 11th day of October, 1977, before the Honorable J. William Rutherford, holding the First Circuit Court for Davidson County, Tennessee, upon the complaint filed by Plaintiff, the default judgment taken, the testimony of corroborative witnesses in open court, and the entire record in the cause,

FROM ALL OF WHICH IT DULY APPEARED to the court that PLAINTIFF has sustained the allegations of her complaint, that DEFENDANT has been guilty of cruel and inhuman treatment, and that PLAINTIFF is entitled to an absolute divorce from the DEFENDANT.

It further appears that the parties have entered into a property settlement agreement which should be approved and ratified by the court, which property settlement agreement is set out hereinafter.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that PLAINTIFF be, and she is hereby granted an absolute divorce from the DEFENDANT and restored to all the rights and privileges of an unmarried person.

It is further ordered that the property settlement agreement entered into by the parties be approved

and ratified by the court and becomes an order of the court as follows:

AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO on this _____day of _____, 1977, by and between DONNA KAY MAYO, a resident of Davidson County, Tennessee, hereinafter referred to as "WIFE" and MICHAEL EDWARD MAYO, a resident od Davidson County, Tennessee, hereinafter referred to as "HUSBAND"

WITNESSETH:

WHEREAS, the parties were lawfully married on June 14, 1968, and

WHEREAS, the parties are separated and living apart and now desire to fully settle and make a complete and full division and adjustment of all the property they own, and

WHEREAS, the parties own a 1971 Chevelle Malibu; a 1975 Chevrolet Pickup Truck; a house and lot #142, Fair Oaks Subdivision, at 206 Ocala Drive, Nashville, Tennessee; and miscellaneous household furniture, fixtures and equipment.

WHEREAS, WIFE has filed an action in the Circuit Court for Davidson County, Tennessee seeking a divorce against HUSBAND.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Hereafter the parties will live separate and apart without interference or hindrance one with the other.

2. It is agreed that WIFE shall take title to the 1971 Chevelle Malibu.

3. HUSBAND shall take title to the 1975 Chevrolet Pickup Truck.

4. WIFE shall have ownership and possession of the following household furniture, fixtures and equipment: Queen size bedroom suite, washer and dryer, dishwasher, refrigerator (green), wicker furniture and accessories, day bed and black octagon table, one-half of records, one-half of dishes, one-half of towels and accessories, lawnmower, color TV, and table and lamp in living room.

5. HUSBAND shall have ownership and possession of the following household furniture, fixtures and equipment: Double-size bed and linen; chest of drawers; stereo and one-half

of records; one-half of dishes; couch, chair and two end tables; one-half of towels and accessories, refrigerator downstairs, dinnette set, bean bag, and all existing tools in garage.

6. WIFE shall be deeded house in her name when final decree of divorce is granted.

7. HUSBAND shall pay all unpaid bills and house notes until divorce is final.

8. Each of the parties shall acknowledge, execute and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to provisions of this agreement.

9. It is understood and agreed by both parties that this agreement may be submitted to the court for approval and be incorporated into the final decree of divorce if such decree be entered.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names the day and date above written.

/s/DONNA KAY MAYO
WIFE

/s/MICHAEL EDWARD MAYO
HUSBAND

It is further ordered that the DEFENDANT pay PLAINTIFF'S dental bill to Dr. Baker for TWENTY DOLLARS ($20.00).

It is further ordered that DEFENDANT pay PLAINTIFF'S dental bill to Dr. Nickerson in the approximate amount of FIVE HUNDRED DOLLARS ($500.00) for dental work which PLAINTIFF needs and will have done in the immediate future.

It is further ordered that the DEFENDANT be required to pay the remaining balance of PLAINTIFF'S attorney fee not exceeding THREE HUNDRED DOLLARS ($300.00).

It is further ordered that the title to the real estate described herein hereby be divested out of DEFENDANT and vested in PLAINTIFF.

It is further ordered that the DEFENDANT be required to pay the costs for which let execution issue, if necessary.

JUDGE 16-17-77

APPROVED:

YELTON & TURNER

By: Calvin P. Turner
CALVIN P. TURNER
Attorney for Plaintiff
P. O. Box 8
106 Mt. Juliet Road
Mt. Juliet, Tennessee

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IDENTIF. REFERENCE

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FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

Minute Book 143 B Page 1135

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* Donna Kay Mayo *Plaintiff, and* Michael Edward Mayo *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* 21st *day of* March *in the year one thousand nine hundred and* seventy-eight *and in the* 202nd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Sue Woods, *D. C.*

Form #GR-117