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MARLENE JOYCE CORLEW GODDARD	]	IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE
VS.	]	
		NO. 80139
LONNIE HAROLD GODDARD	]	Formerly 73387

D E C R E E

This cause came on to be heard on this the 17th day of January, 1978, before the Honorable Richard A. Jones, Special Judge, Division IV, Circuit Court of Davidson County, Tennessee, upon pleadings heretofore filed in this cause. Prior to the hearing, it being announced to the Court that the parties had entered into a property settlement agreement, and that the defendant desired to withdraw his answer, the matter was considered by the Court on the ground of irreconcilable differences. From the testimony of the plaintiff, and a review of the entire record in this cause, together with statement of counsel, the Court is of the opinion that the plaintiff did succesefully sustain her case, that is, that such irreconcilable differences exist between the parties as to make a continuation of the marriage impractical and not to the best interest of the parties or society as a whole.

It is, therefore, ORDERED, ADJUDGED and DECREED that the original plaintiff, Marlene Joyce Goddard, be and is awarded an absolute divorce from the defendant, Lonnie Harold Goddard, and is restored to all the rights and privileges of an unmarried person. The bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved.

It further appearing to the Court that the parties had entered into a property settlement agreement, and that the same was submitted to the Court for the Court's approval and ratification, and the Court having approved said settlement agreement, the same is made a part of this the final decree as follows:

RECORDER'S MEMO:
Illegibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

"PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into by and between Marlene Joyce Corlew Goddard, hereinafter referred to as plaintiff, and Lonnie Harold Goddard, hereinafter referred to as defendant, both citizens and residents of Davidson County, Tennessee.

WHEREAS: There is now pending a divorce action between the parties in the Fourth Circuit Court for Davidson County, Tennessee, Rule No. 88139, formerly 73387, and it is the desire of the parties to make an equitable distribution of their real and personal property acquired during marriage, and there being no minor children born to the parties.

WHEREAS: Each party is employed and they are familiar with all property, real and personal, which the other owns and hereby dispose of it accordingly.

WHEREAS: The parties have made an equitable distribution of the household furnishings and furniture and hereby agree that all right, title and interest they have in and to the property in possession of the other party be and hereby is divested out of them and vested in the party having possession of same. The parties agree that they will pay any indebtedness owed on same and hold the other party harmless from any payment thereon.

WHEREAS: The parties agree that any debt and/or indebtedness incurred by them personally during marriage and after separation, with the exception of the home owned by the parties, said party incurring the debt will pay the balance owed on same and hold the other party harmless from any payment thereon.

"WHEREAS: The parties are owners as tenants by the entirety of a house and lot known as 328-A, Route 5, Highway 100, Nashville, Davidson County, Tennessee, but that hereinafter, the property will become the sole and exclusive property of the plaintiff, subject to the mortgage indebtedness existing thereon, and certain other conditions as specified below, it is agreed that all of defendant's right, title and interest in and to said property as is now vested in the defendant shall be divested from defendant and awarded to plaintiff to be hers hereinafter in fee simple title. Said property is more particularly described as follows:

> Being in the 9th Civil District of said County and State, being lot No. 38 on the Plan of Harpeth Heights, 2nd Revision, 2nd Addition, not of record, described according to a survey made by Hal R. Swann, Jr., June 1, 1963, as follows:
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> Beginning on the northerly margin of Highway No. 100 at a point 335.5 feet west of the southwest corner of the property conveyed to Margaret V. Yarbrough by deed from E. U. Buchi and wife, of record in book 3573, page 259, Register's Office for said County, the southwest corner of said Buchi home place; thence with the westerly line of said home place northwardly 300 feet; thence westwardly 146 feet to the corner of lots Nos. 37 and 38; thence with the line between said two lots southwardly 300 feet to the northerly margin of Highway No. 100; thence with same eastwardly 146 feet to the beginning.
>
> Being the same property conveyed to Lonnie H. Coddard and wife, Marlene Joyce Coddard, from E. U. Buchi and wife, Mary Louise Buchi, by deed of record in Book 3704, page 449, Register's Office for Davidson County, Tennessee.

The defendant shall be permitted thirty days within which to vacate said property, and shall be responsible for the mortgage payment thereon through the month of February, 1970. Thereafter, the plaintiff shall assume the responsibility for the payment of the balance of the mortgage indebtedness in the amount of

"$8,314.00, less the February, 1978, payment, and will hold defendant harmless from any further responsibility therefor. Should, however, the indebtedness exceed $8,314.00 (less the February, 1978, payment), then and in that event, the defendant shall be responsible for the payment of the excess. Defendant represents to plaintiff that the property is in a reasonably good state of repair, and warrants to plaintiff that the same will be surrendered to her at the expiration of the thirty days as hereinabove set forth in the same general condition as it is now in. A lien will be declared against said property in favor of the defendant in the total amount of $15,000.00. Said non-interest bearing lien will not become enforceable until the event of one of the three following conditions, whichever occurs first:

(1) The expiration of eight calendar years from the entry of this decree;

(2) Within sixty days after the property is sold; or

(3) Within three years of the remarriage of the plaintiff, provided, however, that within ninety days after plaintiff's remarriage, she may pay $3,000.00, and the balance of $12,000.00 within three years of her marriage.

WHEREAS: The parties are familiar with the assets of each other, and hereby relinquish any and all interest in any personal or real property of the other now in their sole possession, whether purchased prior to marriage, during marriage, or after separation, and hereby agree to execute any and all documents necessary to vest title in the person who purchased or possesses same.

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"THIS AGREEMENT" entered into at Nashville, Tennessee, on this the 17th day of January, 1978.

Joyce Goddard
Plaintiff, Joyce Goddard

Lonnie Goddard
Defendant, Lonnie Goddard

s/ Jack Norman Jr.
Jack Norman, Jr., Witness"

The defendant will pay the costs of this cause, for which execution may issue, if necessary.

Entered this 1st day of ~~January,~~ February 1978.

s/ Richard A. Jones
JUDGE

APPROVED FOR ENTRY:

s/ Jack Norman Jr.
Jack Norman, Jr., Attorney for Plaintiff

s/ Harold E. Collins
Harold E. Collins, Attorney for Defendant

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IDENTIF. REFERENCE

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FELIX Z. WILSON II 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* Marlene Joyce Corlew Goddard *Plaintiff, and* Lonnie Harold Goddard *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* 28th *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