Field book: 3DZ-7910, Mp. 95-11 Parcel 162

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IN THE FOURTH CIRCUIT COURT OF

DAVIDSON COUNTY, TENNESSEE

BOOK 5267 PAGE 396

JENNIFER FAYE SMYTHIA	]	
	]	
vs.	]	NO. 67796
	]	
GRADY DAVID SMYTHIA	]	

FINAL DECREE

This cause came on to be heard this 26th day of March, 1973 before the Honorable Benson Trimble, Judge, upon the pleading and the testimony of Jennifer Faye Smythia and her two witnesses in open court and upon the entire record in this cause.

From all of which the foregoing it appears to the Court that the petition of Jennifer Faye Smythia for absolute divorce should be granted on the grounds that Grady David Smythia has abandoned her, or turned her out of doors, and refused or neglected to provide for her.

It further appears to the Court that the parties have entered into an agreement which was exhibited to the Court and states as follows:

SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 22nd day of March, 1973, by and between Jennifer Faye Smythia, hereinafter called "Plaintiff", and Grady David Smythia, hereinafter called "Defendant";

WITNESSETH:

WHEREAS, there is now pending in the Fourth Circuit Court of Davidson County, Tennessee, case No. 67796, wherein Plaintiff is seeking an absolute divorce from Defendant and the parties are desirous of settling certain issues in controversy in said case relating to division of property, alimony and child custody, support and visitation;

NOW, THEREFORE, in consideration of the terms, covenants and provisions hereinafter set forth, Plaintiff and Defendant agree as follows:

1. Plaintiff shall have custody of Matthew David Smythia, the minor child of the parties.

2. Defendant shall have reasonable rights of visitation with said child.

3. Defendant shall pay Plaintiff child support of $150 each month for said child which payment shall be on the first day of each month beginning April 1, 1973. In the event Defendant shall obtain a full-time job, plaintiff shall have the right to come to Court for further determination as to what proper child support should be.

4. Defendant shall pay the debt owed to Master Charge of approximately $400 for charges made by him. Each party shall be responsible for all other debts incurred by such party except for the mortgages hereinafter referred to.

5. All defendant's interest in the home at 2408 Merry Oaks Drive, Nashville, Tennessee, and the furniture, furnishings and appliances now located in said home shall be divested out of Defendant and vested in Plaintiff. Defendant

shall execute such instruments as are necessary to transfer said interest to Plaintiff. Plaintiff shall assume payment of the mortgage on said home and shall hold Defendant harmless from liability thereon.

6. All defendant's interest in the 1969 Pontiac Grand Prix automobile shall be transferred to Plaintiff, and Defendant shall execute all such instruments as are necessary to transfer said interest to Plaintiff. Plaintiff shall assume payment of the mortgage on said automobile and shall hold Defendant harmless from liability thereon.

7. Each party shall pay the fees and expenses of their own attorneys in said case No. 67796.

8. This Agreement shall be exhibited to the Court. at any final hearing of said case No. 67796 and the provisions of this Agreement may be incorporated in the decree of the Court in said case. This Agreement shall become effective when and to the extent it is approved by the Court in said case.

9. Three counterparts of this Agreement shall be executed, each of which shall be deemed an original, and each shall have the same legal effect as any other and may be used for any purpose, but all counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this instrument in triplicate the day and date first above written.

SIGNED: Grady David Smythia

WITNESS:

SIGNED: Barbara R. Williams

SIGNED: Jennifer F. Smythia

WITNESS:

SIGNED: Lawrence E. Levine

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED by the Court that:

1. Jennifer Faye Smythia is awarded an absolute divorce from the defendant, Grady David Smythia and she is restored to all of the rights, privileges and immunities of an unmarried person.

2. Jennifer Faye Smythia shall have custody of Matthew David Smythia, the minor child of the parties, with the defendant having reasonable rights of visitation with said child.

3. That the defendant herein, Grady David Smythia shall pay to Jennifer Faye Smythia, the complainant herein child support at the rate of $150 each month payable through the Circuit Court Clerk's office of Davidson County, Tennessee with the first payment being due on April 1, 1973.

4. In the event that the defendant, Grady David Smythia shall obtain a full-time job, the plaintiff, Jennifer Faye Smythia shall have the right to come to Court for a further determination as to what the proper amount of child support should be.

5. The defendant, Grady David Smythia shall pay the debt that he currently owes to Master Charge of approximately $400.00.

6. Defendant, Grady David Smythia's interest in the home located at 2408 Merry Oaks Drive, Nashville, Tennessee and the furniture, furnishings and appliances now located in said home shall be divested out of the defendant and vested in the

plaintiff, Jennifer Faye Smythia, who shall be ordered to pay the mortgage payments on said house. The property is legally described as follows:

> "Land in Davidson County, Tennessee, being Lot No. 49 on the Plan of Merry Oaks Subdivision, Section II, as of record in Book 2133, Page 8, Register's Office for said County.
>
> Said Lot No. 49 fronts 128.8 feet on the northeasterly side of Merry Oaks Drive and runs back 166.8 feet on the northwesterly line and 122 feet on the southeasterly line, to a dead line in the rear on which it measures 138.7 feet.
>
> Being the same property conveyed to Grady David Smythia and wife, Jennifer Faye Smythia, by deed from James L. Johnson and wife, Alma Lee Johnson, of record in Book 4135, Page 199, Register's Office for said County."

7. Defenant's interest in a certain 1969 Pontiac Grand Prix automobile shall be transferred to the Plaintiff, Jennifer Faye Smythia, who shall assume the payment of indebtedness of said automobile.

8. Execution may issue for all of the foregoing, if necessary.

JUDGE

4-3-73

APPROVED FOR ENTRY:

LAWRENCE E. LEVINE, Attorney for the Plaintiff

MACLIN DAVIS, Attorney for the Defendant

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IDENTIF. REFERENCE

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REGISTER
DAVIDSON COUNTY, TENN.

BOOK 5267 PAGE 401

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Minute Book 80 B Page 871

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 Jennifer Faye Smythia *Plaintiff, and*

Grady David Smythia *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