1134/629

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Map - 155 - 15
Par. 21

CORA L. WEISSEND,
Plaintiff

VS.

SIDNEY K. WEISSEND,
Defendant

NO. 91051

BOOK 5302 PAGE 134

FINAL JUDGMENT AND DECREE

This cause came on to be heard before the Honorable Joe C. Loser, Judge, on May 11, 1978, upon the issues of absolute divorce, property settlement, and restoration of maiden name to plaintiff. The Court finds in reviewing the record of this case that the plaintiff filed her complaint on March 6, 1978, and charged irreconcilable differences as one of the grounds for divorce. The defendant was personally served with process in this case and he duly filed an answer to the complaint in which he admitted that the parties have great irreconcilable differences. The plaintiff appeared at the hearing on this case and the defendant did not appear. During the course of this hearing, the Court was presented with a written agreement dated April 6, 1978, and signed by the parties and their respective counsel. This agreement makes provision for the settlement of rights between the parties and this agreement is set forth verbatim as follows:

PROPERTY SETTLEMENT AGREEMENT

This agreement is made and entered into on this the 6th day of April, 1978, by and between CORA L. WEISSEND, hereinafter referred to as MRS. WEISSEND, and SIDNEY K. WEISSEND, hereinafter referred to as MR. WEISSEND, both of whom are residents of the State of Tennessee.

W I T N E S S E T H :

WHEREAS, the parties hereto are husband and wife and they have encountered marital difficulties which are of a great and irreconcilable nature; and

WHEREAS, there is now pending an action for absolute divorce between the parties in the Courts of Davidson County, Tennessee; and

WHEREAS, the parties hereto are mutually desirous of adjusting marital rights between themselves;

NOW, THEREFORE, in consideration of the matters and things set forth above, the parties hereto mutually agree as follows:

1. MR. and MRS. WEISSEND own the house and property located at 8200 Greenvale Court, Nashville, Davidson County, Tennessee, as tenants by the entirety pursuant to deed of record in Book 5150, page

538, Register's Office for Davidson County, Tennessee. MRS. WEISSEND agrees that upon the termination of this marriage by divorce, said house and property will become the house and property of MR. WEISSEND alone in fee simple absolute and MR. WEISSEND agrees to pay the monthly mortgage indebtedness on said property.

2. MR. WEISSEND agrees that upon the termination of this marriage by divorce, the 1973 Dodge Dart Swinger, Serial Number LH23-C3R-242299, shall become the property of MRS. WEISSEND alone in fee simple absolute.

For purposes of identification, it is stated that MR. WEISSEND owns alone a 1972 Pontiac Grand Prix automobile, Serial Number 2K-57T2A179971, and a 1976 Buick LeSabre automobile, Serial Number 4P57Y6H491415, and these automobiles are to remain the property of MR. WEISSEND alone.

3. The parties own many items of personal property including household furniture, furnishings, appliances, fixtures, household tools, equipment and other items of personal or household use or ornament. MR. WEISSEND agrees that upon the termination of this marriage by divorce, the following items will become the property of MRS. WEISSEND alone in fee simple absolute:

(a) Four piece Thomasville bedroom suite, including one chest of drawers, one triple dresser, one night stand and one headboard; and

(b) One kingsize mattress and two single size box springs; and

(c) Eight piece Stanley dining room suite, including one dining room table, one china cabinet, and six chairs; and

(d) One Whirlpool washer and one Whirlpool dryer; and

(e) One walnut fern stand; and

(f) One Singer Golden Touch Sewing Machine and cabinet; and

(g) All good china; and

(h) Four piece sterling silver set; and

(i) All items of personal clothing and jewelry belonging to MRS. WEISSEND.

MRS. WEISSEND agrees that upon the termination of this marriage by divorce, all of the rest of the personal property including all of the rest of the household furniture, furnishings, appliances, fixtures, household tools, equipment and all other items of personal or household use or ornament shall become the property of MR. WEISSEND alone in fee simple absolute, including, but not being limited to, the following:

(a) All den furniture, including one sofa and two chairs, one recliner chair, one coffee table, and one floor lamp; and

(b) One 25 inch Zenith Color Television Set; and

(c) Two full size mattresses and box springs; and

(d) One kitchen dinette set, including one pedestal table and four ladderback chairs; and

(e) One 10 horsepower Murray riding lawnmower; and

(f) One 3.5 horsepower Murray push lawnmower; and

(g) All yard tools and equipment; and

(h) All items of personal clothing and jewelry that belong to MR. WEISSEND.

4. MRS. WEISSEND agrees that upon the termination of this marriage by divorce all balances and interest in any joint checking and savings accounts of the parties shall become MR. WEISSEND'S alone in fee simple absolute.

5. MR. WEISSEND and MRS. WEISSEND agree that MRS. WEISSEND will not recover alimony in futuro from MR. WEISSEND and that each party shall pay his own attorney's fees and that neither party shall recover attorney's fees from the other party.

6. MRS. WEISSEND agrees that she will pay all of the court costs of this divorce cause.

It is understood and agreed that these presents contain the entire agreement between the parties hereto and that the parties intend that this agreement be incorporated in the final decree of divorce should the Court see fit to decree a divorce between the parties and approve this property settlement, this agreement being explicitly conditioned on court approval.

Nothing herein is intended nor should it be construed as infringing upon the prerogative of the Court having jurisdiction of this cause, the sole and only purpose of this agreement being the mutual desire of the parties to adjust marital rights between themselves.

IN WITNESS WHEREOF, the parties have hereto set their hands the day and date first above written, each retaining a signed copy hereof, the receipt of which is hereby acknowledged.

/s/ William E. Higgins	/s/ Cora L. Weissend
WILLIAM E. HIGGINS	CORA L. WEISSEND
Attorney for Plaintiff	Plaintiff
Witness	

RUTHERFORD, CROCKETT & GUENTHER

BY: /s/ Stephen M. Trautman	/s/ Sidney K. Weissend
Stephen M. Trautman	SIDNEY K. WEISSEND
Attorneys for Defendant	Defendant
Witness	

The Court, having heard the testimony of the plaintiff, is of the opinion that the parties to this marriage have great differences and that these differences are in fact irreconcilable and, accordingly, the plaintiff is entitled to an absolute divorce from the defendant on the grounds of irreconcilable differences. The Court is further of the opinion that the terms of the agreement entered into by the parties on April 6, 1978, are an equitable settlement of the property rights between the parties and that the terms of this agreement should be approved by the Court and incorporated into the final decree in this cause. The Court further is of the opinion and finds that the plaintiff's name should be changed and restored to the plaintiff's maiden name of Cora Ladell Cook.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED BY THE COURT AS FOLLOWS:

1. The plaintiff, Cora L. Weissend, is granted an absolute divorce from the defendant, Sidney K. Weissend, on the statutory grounds of irreconcilable differences and the parties are restored to all the rights and privileges of unmarried persons.

2. The settlement agreement entered into by the parties on April 6, 1978, the terms of which are set out above, is approved by the Court in all respects as an equitable settlement of rights between the parties and all of the terms and requirements of said settlement agreement are explicitly made a part of this judgment and decree of the Court. Accordingly, all of the right, title and interest of the plaintiff in and to the house and property located at 8200 Greenvale Court, Nashville, Davidson County, Tennessee, hereinafter more specifically described, is divested out of the plaintiff, Cora L. Weissend, and vested into the defendant, Sidney K. Weissend, in fee simple absolute. This property is specifically described in deed of record in Book 5150, page 538, of the Register's Office for Davidson County, Tennessee, as follows:

> Being Lot No. 40 on the Plan of Natchez Trace Estates, Section II, of record in Book 4675, page 54, Register's Office for said County. Said Lot 40 is described as follows:
>
> Beginning at a point in the northerly boundary of Greenvale Drive, said point being the southeast corner of Lot 39; thence northwardly along the common boundary between Lots 39 and 40, 208.85 feet to a concrete marker; thence eastwardly along the common boundary between Lots 41 and 40, 145.04 feet to a point in the westerly margin of Greenvale Court; thence southwardly with said westerly margin 127.12 feet to a concrete marker; thence southwardly with said westerly margin 71.19 feet to another concrete marker; thence southerly and westerly along a curve having a radius of 25.00 feet 42.05 feet to a concrete marker in the northerly margin of Greenvale Drive; thence westwardly along said northerly margin 238.31 feet to the point of beginning.
>
> Being the same property conveyed to Sidney K. Weissend and wife, Cora L. Weissend, by deed from Chester Cich and wife, Audrey L. Cich of record in Book 5150, page 538, in the Register of Deeds Office for Davidson County, Tennessee.

From and after the date of this decree, the defendant shall pay the monthly mortgage payments owed on this property.

Further, as outlined in the written agreement of the parties, all of the right, title and interest of the defendant in and to the 1973 Dodge Dart Swinger automobile, serial number LH23-C3R-242299,

is divested out of the defendant, Sidney K. Weissend, and vested into the plaintiff, Cora L. Weissend, in fee simple absolute. The Court notes with approval the identification paragraph in the property settlement agreement as to the other automobiles.

Further, as outlined in the written agreement of the parties, all of the right, title and interest of the defendant in and to the following listed items is divested out of the defendant, Sidney K. Weissend, and vested into the plaintiff, Cora L. Weissend, in fee simple absolute:

(a) Four piece Thomasville bedroom suite, including one chest of drawers, one triple dresser, one night stand and one headboard; and

(b) One kingsize mattress and two single size box springs; and

(c) Eight piece Stanley dining room suite, including one dining room table, one china cabinet, and six chairs; and

(d) One Whirlpool washer and one Whirlpool dryer; and

(e) One walnut fern stand; and

(f) One Singer Golden Touch Sewing Machine and cabinet; and

(g) All good china; and

(h) Four piece sterling silver set; and

(i) All items of personal clothing and jewelry belonging to MRS. WEISSEND.

Further, as outlined in the written agreement of the parties, all of the right, title and interest of the plaintiff in and to all of the rest of the personal property of the parties including all of the rest of the household furniture, furnishings, appliances, fixtures, household tools, equipment and all other items of personal or household use or ornament, including, but not being limited to, the following listed items is divested out of the plaintiff, Cora L. Weissend, and vested into the defendant, Sidney K. Weissend, in fee simple absolute:

(a) All den furniture, including one sofa and two chairs, one recliner chair, one coffee table, and one floor lamp; and

(b) One 25 inch Zenith Color Television Set; and

(c) Two full size mattresses and box springs; and

(d) One kitchen dinette set, including one pedestal table and four ladderback chairs; and

(e) One 10 horsepower Murray riding lawnmower; and

(f) One 3.5 horsepower Murray push lawnmower; and

(g) All yard tools and equipment; and

(h) [illegible] items of personal clothing and jewelry that belong to MR. WEISSEND.

Further, as outlined in the written agreement of the parties, all of the right, title and interest of the plaintiff in and to all balances and interest in any joint checking and savings accounts of the parties that may be in existence is divested out of the plaintiff, Cora L. Weissend, and vested into the defendant, Sidney K. Weissend, in fee simple absolute.

Further, as outlined in the written agreement of the parties, the plaintiff shall not recover alimony in futuro from the defendant and each party shall pay his own attorney's fees and neither party shall recover attorney's fees from the other party.

3. The plaintiff's name is hereby changed from her married named Cora Ladell Weissend to her maiden name of Cora Ladell Cook and all interests in items of property passing to the plaintiff pursuant to this decree of the Court shall pass to the plaintiff in her maiden name of Cora Ladell Cook.

4. All costs of this cause are assessed against the plaintiff, for which let execution issue if necessary.

Entered on this the ____ day of May, 1978.

JOE C. LOSER, JUDGE

5/12/78

APPROVED FOR ENTRY:

WILLIAM E. HIGGINS
Attorney for the Plaintiff

Enter This 12 Day of May, 1978

RUTHERFORD, CROCKETT & GUENTHER

BY: Stephen M. Trautman
Stephen M. Trautman
Attorneys for Defendant

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IDENTIF. REFERENCE

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JUN 22 2 46 PM '78

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

JUN 22nd MISC B* 14:00 * 14:00

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* Cora L. Weissend *Plaintiff, and* Sidney K. Weissend *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* 22nd. *day of* June *in the year one thousand nine hundred and* Seventy-Eight *and in the* 202nd. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature] *, D. C.*

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