7-27-78
113A/135

BOOK 5303 PAGE 240

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

EDITH EDEAN POE X
X
VS. X NO. 90548
X
CARL RICHARD POE X

FINAL DECREE

This cause came to be heard on the 24th day of April, 1978, in the Third Circuit Court for Davidson County, Tennessee before the Honorable Joe C. Loser, Jr., Circuit Judge, upon the complaint for an absolute divorce heretofore filed in this cause by the complainant, Edith Edean Poe, a default judgment, a property settlement agreement executed by the parties on the 12th day of December, 1977, upon the testamony of the complainant in open court and statement of counsel, and the whole record in this cause, from all of which the Court finds that the complainant should be awarded an absolute divorce from the defendant on the grounds of irreconcilable differences, that the property settlement agreement should be approved and made a part of the final decree of divorce, and that the costs of this cause should be adjudged against the defendant.

Now, therefore, it is hereby ORDERED, ADJUDGED AND DECREED that the complainant, EDITH EDEAN POE, be and is hereby granted an absolute divorce from the defendant, Carl Richard Poe, and is hereby restored to all the rights of an unmarried person; and the property settlement agreement executed by the parties dated the 12th day of December, 1977, is hereby made a part of this decree by this reference and in accordance therewith it is hereby ordered, adjudged and decreed that the complainant be and is hereby awarded all of the household furniture and furnishings together with all personalty located in the home of the parties; and it is hereby ordered, adjudged and decreed that the interest of the defendant in the home of the parties at 304 Bonnasprings Drive in Hermitage, Tennessee be and is divested out of him and vested in the complainant, Edith Edean Poe, for her sole and separate estate, the same being more particularly

described as:

Being Lot No. 1067 on the Plan of Hermitage Hills Subdivision Section 9, as of record in Book 3600, Page 97, Register's Office for Davidson County, Tennessee.

Said Lot No. 1067 fronts 78.7 feet on the westerly margin of Bonnasprings Drive and runs back between lines measuring 156.48 feet on the northerly line and 121 feet on the southerly line to a broken line in the rear measuring 110.8 feet thereon,and

Being the same property conveyed to Carl Richard Poe and wife, Edith Edean Poe by deed from Mildred G. Crowell, a widow, of record in Book 4148, Page 893, Register's office for Davidson County, Tennessee;

and, it is further ordered, adjudged and decreed that the interest of the defendant in the 1974 Monte Carlo automobile which the wife is driving be and is hereby divested out of him and vested in her for her sole and separate estate and the defendant is hereby ordered to execute such papers as are necessary to transfer the title to the same to the wife free and unencumbered; and it is further ordered, adjudged and decreed that the defendant pay to the complainant the sum of One Hundred and Fifty Dollars ($150.00) per month for the sum of three (3) years, said payments having begun on the first of December, 1977, and to continue through the first of December, 1981 unless the wife remarries, and the costs are adjudged against the defendant, from all of which let execution issue if necessary.

JOE C. LOSER, JR., CIRCUIT JUDGE

4/22/78

APPROVED FOR ENTRY:

BY: John G. Doak
JOHN G. DOAK, ATTORNEY FOR COMPLAINANT

Enter This____Day of_____, 197__

CERTIFICATE OF SERVICE

I certify that I have mailed a copy of this Decree to the defendant at his last known address which is 2109 Lakeshore Drive, Trailer No. 80, Old Hickory, Tennessee 37138 on this the 25 day of April, 1978.

John G. Doak
JOHN G. DOAK

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

EDITH EDEAN POE,
Complainant

VS.

CARL RICHARD POE,
Defendant

CASE NO. 90548

PROPERTY SETTLEMENT AGREEMENT

By and between Edith Edean Poe, hereinafter called the wife, and Carl Richard Poe, hereinafter called the husband, on this the 12 day of December, 1977.

Whereas the parties hereto are presently man and wife but have reached a point of irreconcilable differences in their marriage and, it is anticipated that the wife shall file a bill for an absolute divorce on the grounds of irreconcilable differences and the parties wish to make a full and final settlement of all their property and marital rights, to be binding upon both of them and to be made a part of any final decree of divorce in this cause.

Now, therefore, husband and wife agree as follows:

1. The wife shall receive all of the household furniture and furnishings including all personalty located therein at the time of the execution of this agreement and the final decree of divorce shall divest the same out of the husband and shall vest the same in the wife for her sole and separate estate.

2. The wife shall receive the home of the parties located at 304 Bonnasprings Drive in Hermitage, Tennessee 37076 described as follows:

> BEING Lot No. 1067, on the Plan of Hermitage Hills Subdivision, Section 9, as of record in Book 3600, Page 97, Register's Office for said County.
>
> SAID Lot No. 1067 fronts 78.7 feet on the westerly margin of Bonnaspring Drive and runs back between lines, measuring 156.48 feet on the northerly line and 121.0 feet on the southerly line to a broken line in the rear measuring 110.8 feet thereon.
>
> BEING the same property conveyed to Carl Richard Poe and Wife, Edith Edean Poe, by deed from Mildred G. Crowell, a widow, of record in Book 4148, page 893, Register's Office for Davidson County, Tennessee.

and the final decree of divorce will divest the interest of the husband

in the same out of him and shall vest the same in the wife for her sole and separate estate.

3. The wife shall receive the 1974 Chevrolet Monte Carlo automobile which she is presently driving and which is titled in the name of the husband, and the husband shall immediately upon the execution of this agreement execute such papers as are necessary to transfer the title to the wife free and unencumbered.

4. It is further agreed that the husband shall pay to the wife the sum of One Hundred Fifty ($150.00) Dollars per month as alimony beginning the first of December, 1977 and continuing each successive month thereafter for three (3) years if wife remains unmarried.

5. The husband shall retain all the personal property which he presently has in his possession at the time of the execution of this agreement, including but not limited to his bank accounts, his automobile or automobiles, his boat or boats, guns, books, antique desk, marble lamp, tools, and remaining clothing, and any other personalty which he has in his possession and is not located at the home of the parties.

6. It is agreed that each party has executed this agreement without any duress or coercion and each party understands that this agreement shall be binding upon them hereafter and that its mutual execution shall constitute a binding consideration therefor.

IN WITNESS WHEREOF we have hereunto set our hands on this the day, month and year first above written.

Edith Edean Poe
EDITH EDEAN POE

Carl Richard Poe
CARL RICHARD POE

E 7.3.1.6.7.

IDENTIF. REFERENCE

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JUN 26 | 20 PM '78

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

JUN 26 78 MISC

B* 10.00 * 10.00

MB 113A/354 4-27-78 90548

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* Edith Edean Poe *Plaintiff, and* Carl Richard Poe *Defenaant, 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* 22 *day of* June *in the year one thousand nine hundred and* 78 *and in the* 202nd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By H. Eggers, *D. C.*

COURT OF DAVIDSON

Form #GR-117