101C/2251
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IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DONNA FAYE MAYNARD TURNER	:	
Plaintiff	:	
VS	:	CIVIL ACTION NO. 83627
CHARLES HOLMES TURNER	:	
Defendant	:	

FINAL DECREE

This cause came on to be heard this 23rd day of August, 1976 before the Honorable Joe C. Loser, Judge of the Third Circuit Court for Davidson County, Tennessee, upon the original complaint for absolute divorce, testimony of the plaintiff and her corroborative witnesses examined in open court, statements of counsel and the entire record, from all of which it appears to the Court that the allegations of the plaintiff have been fully sustained and that the defendant has been guilty of such cruel and inhuman treatment towards the plaintiff as renders further cohabitation unsafe and improper between the parties; and that the plaintiff should be granted an absolute divorce.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff DONNA FAYE MAYNARD TURNER be and hereby is granted an absolute divorce from the defendant CHARLES HOLMES TURNER and that the bonds of matrimony heretofore existing and subsisting between the plaintiff and the defendant are hereby forever and perpetually dissolved and that the plaintiff is restored to all the rights and privileges of an unmarried person.

The Court further finds that the parties have entered into a property settlement agreement dated July 8, 1976, which in words and figures is as follows:

"PROPERTY SETTLEMENT AGREEMENT

This agreement made and entered into this 8th day of July, 1976, by and between DONNA FAYE MAYNARD TURNER, hereinafter referred to as "Wife", and CHARLES HOLMES TURNER, hereinafter referred to as "Husband", both residents of Nashville, Davidson County, Tennessee.

W I T N E S S E T H :

WHEREAS, the parties were married on April 12, 1973 in Nashville, Tennessee and have no children, and

WHEREAS, certain differences and difficulties have arisen between the parties and they now live separate and apart from each other and have no plans of resuming their marital relationship, and

WHEREAS, Husband and Wife have reached an understanding relative to the division of their real and personal property, the disposition of their personal and joint obligations, and wish that these understandings be reduced to writing so that there might not be any confusion:

NOW THEREFORE, for and in consideration of the mutual covenants and premises herein contained, it is mutually agreed as follows:

1. Husband and Wife shall live separate and apart from each other and neither shall interfere with the other in any manner or in any way.

2. The parties mutually agree that the following items of personal property shall be the sole and exclusive property of Wife:

1. Green queen size mattress and Spanish bedroom suite, including all accessories
2. Green dinette set
3. Desk and dresser presently located in the utility room of the parties' residence
4. Sewing machine
5. Dressing table and stool
6. RCA color portable TV
7. Chrome coffee table
8. Dishes, pots, pans, silverware and miscellaneous kitchen items given to Wife by members of her family
9. One-half of all plants
10. Living room pillows
11. Round table presently located in the basement of the parties' residence

The parties' further agree at the time of the signing of this agreement that they have equitably divided other items of personal property not specifically enumerated above and that each waives his or her right, title and interest in and to said property in the possession of the other.

3. Husband agrees to transfer title to his 1972 Pontiac Le Mans automobile to Wife and covenants and warrants that said automobile is free and unencumbered. Wife is to pay all expenses connected with said vehicle, including but not limited to insurance premiums, repairs, gas, oil, maintenance and otherwise.

4. Wife agrees that the parties' residence located at 526 Harding Place, Nashville, Tennessee presently owned by the parties as tenants by the entirety shall be the sole and exclusive property of the Husband, and Wife agrees to execute a quitclaim deed conveying all of her right, title and interest in said property to Husband who agrees to hold Wife free and harmless from and be liable for all mortgage payments, taxes, insurance premiums, all assessments, items of repair and maintenance on said residence and all other expenses connected with said home.

5. Husband agrees to pay to Wife the sum of $942.40 representing one-half of the monies on deposit in the parties' joint savings account at First American National Bank, Nashville, Tennessee.

6. Wife agrees to assume sole responsibility for payment of her attorney's fee in the pending cause of action for divorce and further agrees to pay all court costs of the divorce proceedings.

7. Both parties represent and warrant to each other that neither has incurred any debts or made any contracts of which the other is unaware and for which the other may be liable. Subject to

the provisions of this agreement, each party releases and discharges the other from any and all rights in law or in equity which either of the parties now have against the other except the pending cause of action for divorce. The parties each agree that they will not hereafter incur any liabilities whatsoever upon each other's credit and that each party shall assume and agree to pay their respective personal debts after the date of this agreement. Wife agrees to return all credit cards to Husband.

8. Wife acknowledges that the provisions of this agreement are fair, adequate and satisfactory to her and accepts these obligations in full satisfaction of all marital obligations of Husband and except as provided herein, waives any right of support or maintenance by her Husband, including her right to alimony and any other right which she might have against him or his estate by reason of the marriage relationship between the parties.

9. This agreement is not intended, nor shall it be construed to be, an agreement for divorce and the other party shall have the right to appear in court and contest the pending proceedings. The parties agree that this agreement may be submitted for approval by the Court and made a part of the final decree of divorce if granted.

10. This agreement shall be binding upon the parties, their legal representatives and assigns only if approved by the Court.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

/s/ Robert L. Trentham	/s/ Donna Faye Maynard Turner
Witness	DONNA FAYE MAYNARD TURNER
/s/ Barbara J. Starr	/s/ Charles H. Turner
Witness	CHARLES HOLMES TURNER"

IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED that the above property settlement agreement heretofore entered into by and between the parties is hereby ratified and approved and made a part of this final divorce decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff's maiden name of "Maynard" be and the same hereby is restored to her.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff pay the costs of this cause for which let execution issue, if necessary.

Enter this ___ day of _____, 1976.

JUDGE

8/30/76

APPROVED FOR ENTRY:

Robert L. Trentham
Attorney for Plaintiff

Enter This 30 Day of August, 1976

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BOOK 5304 PAGE 491

IDENTIF. REFERENCE

JUN 28 11 27 AM '78

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

JUN 28 MISC

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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* Donna Faye Maynard Turner *Plaintiff, and* Charles Holmes Turner *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* 8th *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 _____, *D. C.*

Form #GR-117