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BOOK 5314 PAGE 590

Map 134-13
Par 161 Jw

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FRANCES NETHERTON WAIR)
)
-vs-) NO. 85191
)
PAUL A. WAIR)

FINAL DECREE

This cause came on to be heard this 28th day of February, 1977 before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee upon the original bill of complainant, the Answer and Answer and Counter-Complaint, Answer to Counter-Complaint, Agreed Order transferring the case to the non-contested docket, testimony of witnesses in open Court, and the entire record herein.

From all of the foregoing the Court finds that the allegations of the original bill are supported by the proof, that is, that the defendant, Paul A. Wair, has been guilty of such cruel and inhuman treatment or conduct toward complainant as renders further cohabitation unsafe and improper. The Court finds further that the allegations of the Counter-Complaint have not been sustained by the proof and that same should be hence dismissed.

It is accordingly ORDERED, ADJUDGED and DECREED by the Court that complainant, Frances Netherton Wair be, and she is hereby awarded an absolute divorce from the defendant, and that she be restored to all of the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court that defendant pay the sum of $25.00 each week into the Office of the Circuit Court Clerk for Davidson County, Tennessee plus the Clerk's lawful commission of 5% for the support of his minor child.

It is further ORDERED, ADJUDGED and DECREED by the Court that complainant have the care, custody and control of the minor child of the parties, Peggy Darnell Wair, with leave granted defendant to see and visit said child at reasonable times and places.

It is further ORDERED, ADJUDGED and DECREED by the Court that the Property Settlement Agreement entered into by and between the parties be incorporated into and made a part of this Final Decree. Said Property Settlement Agreement is in words and figures as follows:

"PROPERTY SETTLEMENT AGREEMENT"

"WITNESSETH:

"WHEREAS, the parties have experienced marital difficulties which have caused the parties to live separate and apart from each other, and which difficulties, appear to be irreconcilable; and

"WHEREAS in order to set out specifically the division of household furniture and furnishings and other property interest, assumption of family obligations, and other matters in an attempt to aid and assist the Court, but in no way endeavoring to influence the Court in determining the issue of any divorce.

"NOW, THEREFORE, for and in consideration of mutual obligations imposed by this property settlement agreement, $1,00, good and valuable consideration cash in hand paid, receipt of which is hereby acknowledged, the parties have agreed as follows:

"(1) The parties agree that all right, title, equity and interest in the property located at 4822 Sunlight Drive, Nashville, Davidson County, Tennessee, be divested out of the husband and vested solely in the wife. Said property is described as follows:

"Land in Davidson County, Tennessee, being Lot No. 224 on the plan of Kenilworth Estates, Section 4, as of record in Book 3300, pages 34, 35 and 36, Register's Office for Davidson County, Tennessee, described as follows:

"BEGINNING on the easterly margin of Linbar Drive at the corner of Lots Nos. 224 and 245; thence with the line between said two lots easterly 95 feet to the corner of Lots Nos. 224, 225 and 245; thence with the line between Lots Nos. 224 and 225, northerly 95 feet to the southerly margin of Sunlight Drive; thence with the same westerly 100.4 feet to the beginning of a curve; thence around said curve having a radius of 220 feet southwesterly 31.4 feet to the easterly margin of Linbar Drive; thence with the same 77.8 feet to the beginning.

"BEING the same property conveyed to Eva Lorene Allen by deed from Carl H. Hurst and wife, Myra L. Hurst, of record in Book 3878, page 791, Register's Office for Davidson County, Tennessee.

"(2) The wife agrees to pay all obligations and mortgages relative to the maintenance and upkeep of the above listed property and the husband will be held harmless on all such debts.

"(3) The wife shall have the absolute care, custody and control of the minor child and the husband shall have reasonable visitation rights with the minor child.

"(4) The parties hereby agree that an equitable distribution of all household furniture and furnishings shall be made, within a reasonable time from the date of this Property Settlement Agreement or in a reasonable time from the date of any Final Decree of Divorce.

"(5) The husband shall receive Five Thousand and Ninety-Three Dollars ($5,093.00) of the wife's savings account and the wife shall have the balance.

"(6) The wife shall have all right, title, equity and interest in the 1962 Chevy II automobile.

"(7) The husband shall have all right, title, equity and interest in the 1974 Harley Davidson FX motorcycle and the 1972 Chevrolet Blazer truck.

"(8) The parties agree that each shall pay their own respective attorneys in this matter.

"IT IS MUTUALLY UNDERSTOOD AND AGREED to by and between the parties hereto that this is a complete and final Property Settlement Agreement between them, that in the event a divorce is granted, neither of them will ever hereafter have any property claims whatsoever against the other.

"IN WITNESS WHEREOF, the parties hereto set their signatures on this the 1st day of November, 1976."

/s/ PAUL ANDERSON WAIR, JR.

/s/ HAROLD E. WILSON

/s/ MARY FRANCIS NETHERTON WAIR

/s/ JAMES R. STUTTS
WITNESS

Said Property Settlement Agreement is attached hereto and made a part of this Final Decree.

It is ORDERED, ADJUDGED and DECREED that defendant shall pay the costs of this cause, for all of which execution may issue, if necessary.

Enter this _____ day of _____, 1977.

JUDGE

3-3-77

APPROVED FOR ENTRY:

J. W. RUTHERFORD
Attorney for Complainant

I hereby certify that I have mailed a copy of the foregoing Final Decree to the Honorable Harold E. Wilson, Attorney for the Defendant, this 28th day of February, 1977.

J. W. RUTHERFORD

PROPERTY SETTLEMENT AGREEMENT

WITNESSETH:

WHEREAS, the parties have experienced marital difficulties which have caused the parties to live separate and apart from each other, and which difficulties, appear to be irreconcilable; and

WHEREAS in order to set out specifically the division of household furniture and furnishings and other property interest, assumption of family obligations, and other matters in an attempt to aid and assist the Court, but in no way endeavoring to influence the Court in detereming the issue of any divorce.

NOW, THEREFORE, for and in consideration of mutual obligations imposed by this property settlement agreement, $1.00, good and valuable consideration cash in hand paid, receipt of which is hereby acknowledged, the parties have agreed as follows:

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(8) The parties agree that each shall pay their own respective attorneys in this matter.

IT IS MUTUALLY UNDERSTOOD AND AGREED to by and between the parties hereto that this is a complete and final Property Settlement Agreement between them, that in the event, a divorce is granted, neither of them will ever hereafter have any property claims whatsoever against the other.

IN WITNESS WHEREOF, the parties hereto set their signatures, on this the 1st day of November, 1976.

Paul Anderson Wair Jr.
PAUL ANDERSON WAIR, JR.

Harold E. Wilson
HAROLD E. WILSON

Mary F. Netherton Wair
MARY FRANCIS NETHERTON WAIR

James R Stults
WITNESS

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IDENTIF. REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

JUL 21 MISC B* 14.00 * 14.00

Minute Book 103B Page 1176

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* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* FRANCES NETHERTON WAIR *Plaintiff, and* PAUL A. WAIR *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* July *in the year one thousand nine hundred and* seventy-eight *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Sue Woods, *D. C.*

Form #GR-117