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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

JUDY ROSS HARRIS HARGROVE)
)
VS.) NO. 90263
)
CHARLES LELAND HARGROVE)

ORDER

This cause came on to be heard March 28, 1978, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original bill of the plaintiff, statement of counsel that the matter was to be heard as a non-contested divorce, witnesses introduced in open court and the entire record in this cause, from all of which the Court was of the opinion that the allegations contained in the original bill were fully sustained, that is, that the defendant has been guilty of such cruel and inhuman treatment or conduct toward plaintiff as renders cohabitation unsafe and improper.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the plaintiff be and she is hereby granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person, including the restoration of her former name, Judy Wood.

It is further ORDERED, ADJUDGED and DECREED by the Court that the property settlement agreement entered into by and between the parties be and the same is hereby approved and ordered made a part of the final decree and copied herein verbatim, which is in words and figures as follows:

"PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court of Davidson County, Tennessee a petition for absolute divorce filed by JUDY ROSS HARRIS HARGROVE, hereinafter referred to as Wife, against CHARLES LELAND HARGROVE, hereinafter referred to as Husband, under Docket No. 90263, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a property settlement agreement and submit same to the Court for approval in the event a decree of divorce is granted in this cause, and

WHEREAS, these parties have each been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of $1.00 cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do agree as follows:

1. That Wife will proceed to trial to obtain an absolute divorce on a non-contested basis.

2. All right, title and interest which the Wife has in and to the house and lot of the parties located at 213 Peeler Trail, Madison, Davidson County, Tennessee, is hereby divested out of her and the sole and exclusive ownership in said property is vested in the Husband, Charles Leland Hargrove, in fee simple, absolute, it being his responsibility to pay the balance of mortgage indebtedness thereon and to hold Wife harmless and indemnify her from any liability on said mortgage indebtedness.

3. In lieu of Wife's equitable interest in the aforementioned residence, she shall be awarded a judgment in the sum of $2,500.00 which judgment shall be payable by Husband as follows: $1,300.00 upon the granting of the divorce and the balance of $1,200.00 to be due and payable at the rate of $100.00 per month, beginning May 1, 1978 and each month thereafter unpaid paid in full. Until such time as the balance of the aforementioned judgment is paid in full, the Wife shall be awarded a lien against the aforementioned real property. Upon full payment of the judgment, Wife agrees to execute a release of lien on the property.

4. Husband agrees to accept full responsibility for the note and indebtedness of the parties outstanding with Third National Bank and owing to Dr. Burrus and to this extent, he will hold Wife harmless and indemnify her from any liability thereon.

5. Wife will be awarded the exclusive ownership of any and all household furniture, furnishings and personal property which she has already removed from the home as of the date of the signing of this agreement. Any furniture, household goods or personal property remaining at the home of the parties as of the date of the signing of this agreement shall become the exclusive property of the Husband.

6. Each party agrees to pay their own attorney fees.

7. The court costs shall be taxed against the Husband.

8. Wife hereby waives any and all other claims for alimony, past, present and future, other than as is contained in this Agreement.

Both parties agree to sign any and all deeds, titles or documents necessary to carry out the full purpose and intent of this agreement. Both parties acknowledge that they have read this agreement in its entirety prior to the signing hereof and that they have signed same voluntarily.

WITNESS OUR HANDS this 28 day of March, 1978 as to Wife and the 27th day of March, 1978 as to Husband.

/s/ Judy R. Hargrove
WIFE

/s/ Charles Leland Hargrove
HUSBAND

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named JUDY ROSS HARRIS HARGROVE, who made oath that she executed the foregoing agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 28 day of March, 1978.

/s/ Robert L. Jackson
NOTARY PUBLIC

My C. E. 7-12-79

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named CHARLES LELAND HARGROVE, who made oath that he executed the foregoing agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 27 day of March, 1978.

/s/ Helen J. McGhee
NOTARY PUBLIC

My C. E. 2-14-79"

The defendant will pay the costs of this cause for which execution may issue.

/s/ Benson Trimble
JUDGE
3-31-78

APPROVED FOR ENTRY:

/s/ Howard F. Butler, Howard F. Butler, Attorney for Plaintiff

xc: Robert L. Jackson, Attorney at Law
216 Third Avenue, North
Nashville, Tennessee 37201

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

AUG22nd MISC B* 8.00 * 8.00

mail to John R. Regional
216 Third Ave. No.
Nashville 37201

107C/2244

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~~ True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Judy Ross Harris Hargrove *Plaintiff, and* ~~Charles Leland Hargrove~~ *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* August *in the year one thousand nine hundred and* seventy-eight *and in the* 203rd. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Buttrey, *D. C.*

Form #GR-117