113C/2275

147-2-38

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IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 5347 PAGE 689

MARTHA SHEPPERSON BROADWAY)
Complainant)
VS.) No. 90130
WILLIAM CLAY BROADWAY)
Defendant)

IDENTIF. REFERENCE

E92988

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FELIX Z. LISTON II REGISTER
DAVIDSON COUNTY, TENN.

FINAL DECREE

This cause came on to be heard on the 24th day of August, 1978, before the Honorable Joe C. Loser, Judge, Third Circuit Court for Davidson County, Tennessee, upon the original Complaint, upon the Amended Complaint eliminating Cruel and Inhuman Treatment, Abandonment and Habitual Drunkenness as grounds for divorce, leaving as the only grounds for divorce of Irreconcilable Differences, of the Defendant having been served with process through his attorney, Rose Palermo, and the Defendant having failed to answer within the time prescribed by law, upon Order of Default Judgment, upon testimony of the Complainant, and upon the entire record in this cause.

The Court affirmatively finds that the parties hereto have made adequate and sufficient provisions by written agreement as to the equitable settlement of any and all rights between the parties, and the Court further finds from the testimony of the Complainant and the entire record of this cause that she is entitled to an absolute divorce on the grounds of Irreconcilable Differences.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court as follows, to-wit:

1. That the Complainant, Martha Shepperson Broadway, be and she is hereby awarded and granted an absolute divorce from the Defendant, William Clay Broadway, and the bonds of matrimony heretofore subsisting between the parties are forever dissolved and for naught held, and the parties are restored all the rights and privileges of unmarried persons.

2. That the Property Settlement Agreement heretofore entered into by and between the parties pertaining to the division of the personal property jointly owned by the parties, and the jointly owned real property, said agreement being affirmed by the Complainant and the Defendant as evidenced by their signatures thereto, is here and now approved, ratified and confirmed by the Court, and is hereby made an Order of this Court. A copy of said Agreement is attached hereto as Exhibit A and made a part of this Final Decree.

3. That all right, title and interest which the Defendant, William Clay Broadway, may have in and to certain real property hereinafter described be and is hereby divested out of the said William Clay Broadway and vested in the Complainant, Martha Shepperson Broadway, to be hers absolutely and the said Martha Shepperson Broadway shall assume the balance of a present existing first mortgage on the said proprty, which property is more specifically described, to-wit:

> Land in Davidson County, Tennessee, being Lot No. 73 on the Plan of Elysian Park, as of record in Book 2331, page 32, Register's Office for said County.
>
> Said Lot No. 73 fronts 75 feet on the southerly side of Lynn Drive and runs back between lines 220.8 feet on the easterly line and 219.4 feet on the westerly line, to a dead line in the rear, measuring 75 feet thereon.
>
> Being the same property conveyed to William C. Broadway and wife, Martha Jo S. Broadway by deed from Kenneth E. Borror and wife, Ovalee G. Borror of record in Book 3570, page 237, Register's Office for Davidson County, Tennessee.

4. That the costs of this cause be and are hereby assessed against the Defendant, for which execution may issue if necessary.

Joe C. Loser, Jr., Judge

8/29/78

APPROVED FOR ENTRY:

STEWART, BLACK, AYERS, BUCHANAN & MATHIESEN

By: _____
Homer R. Ayers
Attorney for Complainant

Enter This 29 Day of Aug, 1978

CERTIFICATE

It is hereby certified that a true and exact copy of the foregoing Final Decree has been mailed to the Honorable Rose Palermo, Attorney for Defendant, at her offices at 43 Music Square West, Nashville, TN 37203, this the 28th day of August, 1978.

Homer R. Ayers

EXHIBIT A

PROPERTY SETTLEMENT AGREEMENT

This agreement entered into this the 21st day of December, 1978, by and between WILLIAM CLAY BROADWAY, hereinafter referred to as "HUSBAND", and MARTHA SHEPPERSON BROADWAY, hereinafter referred to as "WIFE";

W I T N E S S E T H:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the Circuit Court for Davidson County, Tennessee, a suit for divorce styled Martha Shepperson Broadway, Complainant vs. William Clay Broadway, Defendant, and bearing Docket No. 90130; and

WHEREAS, the parties desire to agree upon and fix their rights and duties respecting their respective estates and all other matters concerning their respective rights and duties by reason of the marital relationship.

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights and questions and all matters arising by reason of the marital relationship and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

1. The parties own, as tenants by the entirety, certain real property in Davidson County, Tennessee, more commonly identified as 4864 Lynn Drive, Nashville, Tennessee. Said property is encumbered by a first mortgage with a present existing balance of approximately Five Thousand and No/100 ($5,000.00) Dollars. At such time as a divorce is granted to the parties, all right, title and interest which the HUSBAND may have in the said property shall be divested out of the HUSBAND and vested in WIFE to be hers absolutely and WIFE shall assume the balance of the said existing mortgage encumbering the said property.

2. All right, title and interest which the HUSBAND may have in all furniture, fixtures, appliances, household goods, tools and equipment shall at the time of the final divorce hearing be divested out of the HUSBAND and vested in the WIFE to be hers absolutely. WIFE shall have the 1965 Chevrolet Chevy II automobile and HUSBAND shall have the 1973 Chevrolet Monte Carlo. Each party shall be responsible for the insurance, maintenance and upkeep on his or her respective vehicle. Each party shall execute any and all documents necessary to transfer title to the said vehicles in accordance with this agreement.

3. HUSBAND shall become the owner of all proceeds from any and all NLT stock and from any savings through the Opryland Credit Union.

4. Each party shall become the sole owner of any checking accounts or savings accounts presently in his or her respective names.

5. All right, title and interest, including cash surrender value which the HUSBAND may have in certain life insurance policies through the State Farm Insurance Companies shall be divested out of the HUSBAND and vested in the WIFE to be hers absolutely.

6. HUSBAND shall pay to the law firm of Stewart, Black, Ayers, Buchanan & Mathiesen, Attorneys for WIFE, the sum of Two Hundred and No/100 ($200.00) Dollars as his share of attorney's fees in connection with the said divorce proceeding. HUSBAND shall also assume the payment of any and all attorney's fees incurred by him in connection with the said divorce proceedings.

7. There were no children born to the parties during the course of their marriage. It is agreed by the parties that no alimony shall be paid by HUSBAND or WIFE in connection with the said divorce.

8. The parties agree and acknowledge that this Agreement is entered into by each of them with full knowledge on the part of each of them of the extent and probate value of all property and estate of the parties jointly and personally, and each of the parties hereby forever releases and surrenders all of his or her right, title and interest, marital or otherwise, in and to all of the estate whether real, personal, intangible, or mixed, now owned or hereinafter acquired of or by the other party, except as he or she may be bound by the promises and covenants contained in this Agreement.

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9. The parties agree that this Agreement, subject to Court approval, shall be incorporated in and made a part of any decree of divorce which may be entered hereafter.

IN WITNESS WHEREOF, the parties hereto have set their signatures this the 30 day of September, 1978.

WITNESS

William C. Broadway
WILLIAM CLAY BROADWAY - HUSBAND

WITNESS

Martha Shepperson Broadway
MARTHA SHEPPERSON BROADWAY - WIFE

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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* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* MARTHA SHEPPERSON BROADWAY *Plaintiff, and* WILLIAM CLAY BROADWAY *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* 6th *day of* October *in the year one thousand nine hundred and* seventy-eight *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By J. Knight, *D. C.*

Form #GR-117