IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

WANDA ANN MILLER SMITH)
Plaintiff and Counter-defendant)
VS)
)
OSCAR FRANKLIN SMITH)
Defendant and Counter-Plaintiff) NO. 89560

OCT 17 MISC B* 10.00 * 10.00

FINAL DIVORCE DECREE

This cause came on to be heard before the HONORABLE ROBERT E. LILLARD, JUDGE OF THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE on the 27th day of July, 1978, upon the original petition for absolute divorce filed herein; the answer and counter-complaint filed by the defendant; the matter being heard on the non-contested docket after the parties entered into a Property Settlement Agreement and submitting same to the Court; the testimony of the counter-plaintiff examined in open Court; the statement of counsel; and the entire record from all of which it appears to the Court that the allegations of the counter-complaint have been sustained, that is, that irreconcilable differences exist between the counter-plaintiff and counter-defendant.

It is therefore ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting between the counter-plaintiff and counter-defendant be, and they hereby are, forever and perpetually dissolved and that the counter-plaintiff be, and he hereby is, granted an absolute divorce from the counter-defendant, and the parties be, and they hereby are, restored to all rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED AND DECREED by the Court that the Property Settlement Agreement entered into by and between the parties be, and it hereby is, made an Order of the Court. Said Property Settlement Agreement mutually agreed and contracted to as follows:

PROPERTY SETTLEMENT AGREEMENT BOOK 5351 PAGE 782

This agreement made and entered into by and between WANDA ANN MILLER SMITH, hereinafter referred to as WANDA and OSCAR FRANKLIN SMITH, hereinafter referred to as OSCAR:

WITNESSETH:

Whereas, the parties have encountered marital difficulties which are irreconcilable; and

Whereas, the parties are mutually desirous of adjusting certain property rights and obligations arising out of their marital relationship and making suitable provisions for their minor children in an amicable and mutually acceptable manner in an attempt to aid and assist the Court.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings hereinafter more fully set forth and for other good and valuable considerations, the parties hereto agree as follows:

FIRST: It is agreed to by and between the parties that the paternal grandparents, Oscar E. Smith and Florence Smith shall have joint custody of the minor children with the natural father, Oscar Franklin Smith.

SECOND: It is further agreed to by and between the parties that the property located at 1009 Malquin Drive, Nashville, Davidson County, Tennessee, shall vest solely in Oscar Franklin Smith. Said property more fully described as follows: Book 5153 Page 839

Map 61-7 Parcel 41

LAND in Davidson County, Tennessee being Lot 20, Block "J", Broadmoor Section Two, Nashville, Davidson County, Tennessee. As recorded in Book 547, page 174, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to Billy W. Darks and wife, Helen J. Darks, by deed recorded in Book 4866, page 794, Register's Office for Davidson County, Tennessee.

THIRD: It is further agreed that OSCAR shall pay to WANDA the sum of One Thousand Dollars ($1,000.00) as alimony in solido. Said money to be paid as follows:

Five Hundred Dollars ($500.00) on August 31, 1978;
Two Hundred Fifty Dollars ($250.00) on September 30, 1978;
Two Hundred Fifty Dollars ($250.00) on October 31, 1978.

Said money is to be paid to WANDA'S attorney of record in this cause.

FOURTH: It is agreed that the following property shall vest solely in WANDA:

One portable television set;
One 15.2 cubic foot freezer;
One corner shelf;
One twin bed;
Her personal property.

FIFTH: It is further agreed between WANDA and OSCAR that the remainder of the household furniture and furnishings shall vest solely in OSCAR.

SIXTH: It is further agreed between WANDA and OSCAR that all right, title, equity and interest that WANDA has in and to any motor vehicles belonging to the parties shall be divested out of WANDA and vested solely in OSCAR.

SEVENTH: It is agreed that OSCAR shall be responsible for and pay any and all obligations that he has made during the marriage and WANDA shall be responsible for and pay any and all obligations she has made during the marriage including but not limited to her medical expenses.

EIGHTH: It is agreed to by and between the parties that the following restraining order shall be made permanent;

Each party is enjoined from calling or coming about the other party at any time or place, including their respective places of employment for the purpose of harassing or molesting the other in any manner whatsoever.

NINTH: It is further agreed between WANDA and OSCAR that the costs of this cause shall be divided equally between them and execution shall issue if necessary.

The parties desire that this agreement be incorporated as a part of any final decree of divorce that may hereafter be entered in the Circuit Court for Davidson County, Tennessee or in any other Court having jurisdiction of the parties and to that end agree that it shall be submitted to the Court for its ratification and approval.

This agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements made between them. There are no representations or warrranties other than those expressly herein set forth.

The parties understand and agree that this is a full and final Property Settlement Agreement between the, that in the event a divorce is granted, neither of them will ever hereafter have any property claim

whatsoever against the other.

It is understood and agreed to by by and between the parties that this agreement is entered into without any undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated. Each party acknowledges that they have read this agreement, that it is equitable and that this is being entered into voluntarily.

IN WITNESS WHEREOF, WAND and OSCAR have hereto set their hands on the day and date below written, each retaining a copy hereof, the receipt of which is hereby acknowledged.

Wanda Ann Miller Smith
WANDA ANN MILLER SMITH

Oscar Franklin Smith
OSCAR FRANKLIN SMITH

Sworn to and subscribed before me this the 29th day of August, 1978.

Sworn to and subscribed before me this the 25th day of August, 1978.

Donna R. Blackburn
NOTARY PUBLIC

My Comm. Expires: 2/3/79

Wanda Cartwright
NOTARY PUBLIC

My Comm. Expires: 2/3/79

Any and all other matters are reserved by the Court.

Entered this the 22 day of Sept, 1978.

APPROVED FOR ENTRY:

O. V. MYERS, JR.
Attorney for Counter-Plaintiff

L. GINO MARCHETTI, JR.
Attorney for Counter-Defendant

E 9 4 7 8 0

IDENTIF. REFERENCE

OCT 17 12 21 PM '78

FELIX P. WOLSTENCROFT
DAVIDSON COUNTY REGISTER

JUDGE

STATE OF TENNESSEE

Minute Book 145B
page 1549

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* Wanda Ann Miller Smith *Plaintiff, and* Oscar Franklin Smith *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* 13th *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 D. Lackey, *D. C.*

Form #GR-117