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IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ELIZABETH ANN HARRISON,
Plaintiff

VS.

ELMER JACK HARRISON,
Defendant

NO. 81096

D E C R E E

This cause came on to be heard this the 10th day of February, 1976, before the Honorable Stephen North, Judge of the Fifth Circuit Court for Davidson County, Tennessee, upon the Complaint for Divorce heretofore filed, the default judgment duly entered, testimony of witnesses examined in open Court, statement of counsel and the entire record, from all of which it satisfactorily appeared to the Court from the proof that the facts charged in the Complaint are true; that the Defendant has been guilty of such cruel and inhuman treatment or conduct towards Plaintiff as to entitle her to an absolute divorce. Further, it appearing to the Court that the parties have entered into a Property Settlement - Custody Agreement, which agreement is as follows:

PROPERTY SETTLEMENT - CUSTODY AGREEMENT

This agreement made and entered into, this the 30 day of December, 1975, by and between Elmer Jack Harrison, hereinafter called, "HUSBAND" and Elizabeth Ann Harrison, hereinafter called "WIFE".

W I T N E S S E T H:

WHEREAS, unhappy differences have arisen between the parties, and wife filed a suit for divorce on November 26, 1975, in the Circuit Court of Nashville, Davidson County, Tennessee, same being Rule No. 81096; and

WHEREAS, the parties are desirous of settling all controversies in said suit concerning alimony, a division of property, and the custody of their minor children and their support and education because the differences that exist between the parties are not reconcilable.

NOW, THEREFORE, the parties agree as follows:

1. All right, title and interest in the house and lot located at 204 Kenneth Drive, Nashville, Tennessee, shall be divested from husband and vested in wife, but it is specifically understood in the event wife sells said property, one-half of the net proceeds shall be placed in a trust fund in a local bank for the benefit for said minor children. Said trust funds only to be withdrawn upon approval of both husband and wife. In the event wife remarries, said property shall be sold and one half of the net proceeds shall be invested in trust as above. Wife agrees to assume the balance due on said real estate. Wife shall have full authority to sell said property and to transfer and convey title to said real estate without further Court approval or approval of said husband. However, one half of the net proceeds from the sale of said real estate is subject to the above created trust, and shall be held by the wife until deposited in a local bank.

2. Wife shall have as her sole and separate property all of the furniture of the parties located at 204 Kenneth Drive, except that hereinafter provided for husband.

3. Wife shall have as her sole and separate property the 1971 Volkswagen automobile, riding and push lawnmowers. Wife agrees to pay any insurance premiums on said vehicle. Wife further shall receive all appurtenances to said real estate, including cyclone fence, except those hereinafter provided for husband.

4. Husband shall have as his sole and separate property: bedroom suit, kings size bed, desk, chair, cedar chest, black lazy boy, entertainment unit (cassette - 8 tract) in table desk, 12 ft. x 24 ft. accessory building, which husband shall remove, all property contained in said accessory building, mobile trailer, G. E. Color T. V. (10 inch), G.M.C. pickup truck, funds held in savings account, Commerce Union Bank, Dickerson Road Branch, all stocks and bonds, old refrigerator, 1975 Grand Prix automobile, which husband agrees to assume balance due on said automobile and hold wife harmless from any obligation thereon, tools, guns and sporting equipment and his personal clothing and effects.

5. Husband agrees to keep in full force and effect hospitalization insurance for said minor children and to pay all dental and medical expenses for said minor children. Husband further agrees to keep in effect his present life insurance program and designate said minor children as beneficiaries thereunder. Husband further agrees to pay for any music lessons, if desired by said minor children.

6. Wife shall have the absolute custody, care and control of the minor children of the parties, namely, Michelle Rene, Kimberly Madell and Kelly Darlene and husband shall have reasonable visitation rights with said children. Husband shall pay directly to the wife the sum of $30 per week E.A.H. E.L.H. Dollars for the support and maintenance of said minor children.

7. Husband and wife agree to share equally, the amount held in the Murfreesboro Savings and Loan Bank, and the balance due on a certain mortgage payment shall be shared equally. It is further agreed that neither party will withdraw any sum from said account, unless the other party withdraws an equal amount at the time from said account.

8. Wife waives all other claims for alimony.

9. Husband and wife agree to sign any and all necessary deeds, papers and other documents to transfer the title to said real estate, automobiles and personal property.

10. Husband agrees to pay the sum of Four Hundred ($400.00) Dollars to Robert H. Jennings, Jr., wife's Solicitor of Record for his services rendered in this cause.

Both parties understand this Agreement is subject to the approval of the Court in the event a divorce is granted to either party. However, in the event a divorce is not granted to either party or the parties reconcile, this Agreement shall be of no force and effect. If approved by the Court, this Agreement is a full, final, and complete settlement of the property rights of the parties and the same may be incorporated in the final decree of divorce. Parties submit to the jurisdiction of the Court for the purposes herein contained. Further, this Agreement is entered into without any collusion between the parties but solely of their own free will and accord.

/s/ Robert H. Jennings, Jr.
WITNESS
Atty. for Pltf.

/s/ Elizabeth Ann Harrison
ELIZABETH ANN HARRISON

/s/ Elmer Jack Harrison
ELMER JACK HARRISON

Which agreement is approved and ratified by the Court and made a part of this Decree.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony between the Plaintiff and the Defendant be perpetually and absolutely dissolved and the Plaintiff is granted an absolute divorce from the Defendant and restored to all the rights and privileges of an unmarried person.

IT IS, FURTHER, ORDERED, ADJUDGED AND DECREED that the Plaintiff be and she is hereby awarded absolute custody, care and control of the minor children of the parties, namely, Michelle Rene, Kimberly Madell and Kelly Darlene. Defendant is awarded reasonable visitation privileges with said minor children and the Defendant is charged with child support as set out in said agreement.

IT IS, FURTHER, ORDERED, ADJUDGED AND DECREED by the Court that the Agreement heretofore entered into by and between the parties and set out herein be, and the same is hereby approved and ratified by the Court and made a part of this Decree. The Defendant shall reimburse and pay the Plaintiff for the attorney's fee set out in said agreement, it being shown to the Court that such fee has been paid.

The costs of this cause are taxed against the Defendant, for which execution may issue, if necessary.

Stephen Nave
JUDGE

Enter This 11 Day of Feb, 1976

APPROVED FOR ENTRY:

Robert H. Jennings Jr.
ROBERT H. JENNINGS, JR.
Attorney for Plaintiff

I hereby certify that on the 11th day of February, 1976, a copy of this Final Decree was mailed to Mr. James W. Rutherford, Attorney for Defendant, Suite 306 Nashville City Bank and Trust Building, Nashville, Tennessee.

Robert H. Jennings, Jr.
Robert H. Jennings, Jr.

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IDENTIF. REFERENCE

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FELIX Z. [illegible]
DAVIDSON COUNTY, TENN.

Mail:
Ortale Kelley Herbert & Crawford
2300 Fl. L. & C. Tower
City 37219

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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 ~~correct transcript~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* ELIZABETH ANN HARRISON *Plaintiff, and* ELMER JACK HARRISON *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* 11th *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 Sue Woods, *D. C.*

Form #GR-117