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IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ANNA MAURICETTE HOWELL,

Plaintiff,

-vs-

JACK LEE HOWELL,

Defendant.

Number 91916

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FINAL DECREE

This cause came on for hearing on the 22nd day of August, 1978, before the Honorable Harry Lester, sitting as Special Judge for the Fifth Circuit Court for Davidson County, Tennessee, upon the original Complaint filed by the Plaintiff, ANNA MAURICETTE HOWELL, and upon the statements of counsel for the Plaintiff, ANNA MAURICETTE HOWELL, that a Property Settlement Agreement had been reached by the parties, and that the Defendant, JACK LEE HOWELL, had asked that this case proceed on a non-contested basis; therefore, a pro confesso was entered by the Court and the proceedings continued on the grounds of irreconcilable differences with the appropriate statute procedures observed and complied with by all parties. From all of which the Court finds that the allegations in plaintiff's Complaint of irreconcilable differences have been fully sustained, that is, that the Defendant, JACK LEE HOWELL, and the Plaintiff, ANNA MAURICETTE HOWELL, do have irreconcilable differences in their marriage. It is, therefore,

ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing by and between the parties are hereby dissolved and the Plaintiff, ANNA MAURICETTE HOWELL, is awarded an Absolute Divorce from the Defendant, JACK LEE HOWELL, and both parties are hereby restored to all the rights and privileges of unmarried persons. It is, therefore,

ORDERED, ADJUDGED and DECREED that the Property Settlement Agreement entered into by the parties is hereby approved and made the judgment of this Court. Said agreement is in the words and figures as follows:

# PROPERTY SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT made and entered into this 26th day of April, 1978, by and between MAURICETTE WALTON HOWELL, hereinafter referred to as Wife" and JACK LEE HOWELL, hereinafter referred to as "Husband".

W I T N E S S E T H:

WHEREAS, there is now pending in the 5th Circuit Court of Davidson County, Tennessee, Case Number 91916, wherein Wife and Husband are seeking a divorce from each other, the said parties are desirous of settling certain issues and controversies to proceed under irreconcilable differences in said case relating to the division of property, alimony, and attorney's fees.

NOW, THEREFORE, in consideration of the terms, covenants, and provisions hereinafter set forth, Wife and Husband agree as follows:

1. Wife hereby waives any claims or requests for alimony either periodic or in solido.

2. That the parties have as of this date divided in a fair and equitable manner all furniture, accessories and household furnishings accumulated by the parties, to wit: the Husband is to receive his clothes, a bar stool, stereo equipment, including a Panosonic record player, a Sony reel to reel tape recorder, two cassette decks and two eight track tape recorders, one saw, a popcorn popper and all of his bowling equipment. The rest, residue and remainder of all furniture, accessories and household furnishings shall be the sole property of the Wife.

3. That the Wife shall retain the 1974 Pontiac Grand Prix, which is in her name, and will hold the Husband harmless for any indebtedness on said automobile.

4. The Husband and Wife agree to split any income tax refund for the year of 1977 in equal parts.

5. That the Wife shall take sole possession of the real estate and house located at 4947 Packard Drive, Nashville, Davidson County, Tennessee, in fee simple. Said house and lot are now owned by Husband and Wife, jointly as tenants by the entirety, and in consideration of Husband's contribution to the purchase of said house, Wife agrees to pay to him the sum of One Thousand ($1,000) Dollars.

6. It is further agreed between the parties that the Wife shall pay an attorney's fee in the amount of One Hundred Seventy-Five ($175) Dollars to Edward L. Hiland, her attorney, and that the Husband also agrees to pay an attorney's fee to the attorney of record for MAURICETTE WALTON HOWELL, in the amount of One Hundred Seventy-Five ($175) Dollars. It is understood between the parties that these attorney's fees are to be paid in full before the hearing of this divorce action.

7. This agreement shall be exhibited to the Court at the final hearing of this case and shall become binding upon the parties and their respective legal representatives, successors and assigns immediately following the Final Decree and the substance of paragraphs one through seven of this Agreement shall be incorporated in the Final Decree of the Court in said case.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate on the date first above written or upon the date below each signature.

/s/ Heidi Williams
WITNESS

/s/ Mauricette Howell
MAURICETTE HOWELL

/s/ Gerald Arthur Burkett
WITNESS

/s/ Jack Lee Howell
JACK LEE HOWELL

It is, therefore, ORDERED, ADJUDGED and DECREED by this Court that the real property commonly known as 4947 Packard Drive, Nashville, Davidson County, Tennessee, be, and the same hereby is, vested out of the defendant and vested in the Plaintiff, ANNA MAURICETTE HOWELL, in fee simple, subject to any indebtedness thereon. Said real property being more fully described as follows:

BEING Lot No. 1 on the Plan of Fairlane Park Annex, as of record in Book 2854, page 88, Register's Office for Davidson County, Tennessee.

Said Lot No. 1 fronts 126.65 feet on the northerly side of Packard Drive and runs back 202.71 feet on the westerly line and 227.24 feet on the easterly line, to a dead line in the rear on which it measures 108.94 feet.

BEING the same property conveyed to Jackie L. Howell and wife, by deed from James Paul Wilson, Jr. and wife, Dorothy B. Wilson, of record in Book 4918, page 933, said Register's Office.

It is, further, ORDERED, ADJUDGED and DECREED that the Defendant, JACK LEE HOWELL, shall pay the costs of this cause for which execution may issue if necessary.

JUDGE

Enter This 29 Day of August, 1978.

APPROVED FOR ENTRY:

Edward L. Hiland
Edward L. Hiland
Suite 1411 Parkway Towers
404 James Robertson Parkway
Nashville, TN 37219
(615) 256-4747

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CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and exact copy of the foregoing Final Decree to the Defendant, JACK LEE HOWELL, at his place of employment, Capitol City Music, 615 Murfreesboro Road, Nashville, Tennessee 37210, on this 1st day of September, 1978.

Edward L. Hiland
Edward L. Hiland

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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* ~~correct transcript~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Anna Mauricette Howell *Plaintiff, and* Jack Lee Howell *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* 19th *day of* October *in the year one thousand nine hundred and* Seventy-Eighth *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

*By* Barbara Eddings, *D. C.*

Form #GR-117

IDENTIFICATION REFERENCE

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FELIX A. WILLIAMS REGISTER
DAVIDSON CO. TENN.