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OFFICE OF CIRCUIT COURT CLERK

BOOK 5355 PAGE 241

For Williamson County, Tennessee

I, Joe Herbert, Clerk of said Court, do hereby certify that the foregoing is a true, perfect and complete copy of the Decree of Divorce of said court, pronounced April term, 19 55, in the case of ~~Mrs. Bertha D. Kelly Harris~~ against Joe M. Harris as appears of record now on file in my office, in Minute Book 5-AB on page 432-436.

In testimony whereof, I have hereunto set my hand and affixed the seal of the court, at office at Courthouse at Franklin, on this, the 5 day of October 19 78

Clerk

By Joan Mangrum D. C.

133-1-207

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BERTHA D. KELLY HARRIS)

) IN THE CIRCUIT COURT OF WILLIAMSON COUNTY, TENNESSEE.

I. HARRIS)

DECREE OF DIVORCE

This cause came on to be heard on this April 29, 1955, and former days e present term, before the Honorable W. J. Smith, Judge, upon the bill of the tiff, Mrs. Bertha D. Kelly Harris, and the Exhibit thereto and the demurrer and r of the Defendant, Joe M. Harris, and the testimony of witnesses heard orally en Court, from all of which the Court finds and decrees:

1. That the demurrer is not well taken and same is overruled.

2. It satisfactorily appearing to the Court from the proof that the Defendant, Harris, has been guilty of such cruel and inhuman treatment of and conduct is his wife, the Pliantiff Mrs. Bertha D. Kelly Harris, as renders cohabitation and improper, and makes it unsafe and improper for her to be under his dominion

and control as charged in the Bill, it is ordered, adjudged and decreed that the bonds of matrimony subsisting between the Plaintiff, Mrs. Bertha D. Kelly Harris, and the Defendant, Joe M. Harris, be absolutely and forever dissolved and that the Plaintiff be restored to all the rights of an unmarried woman.

3. That on January 11, 1952, while a former divorce suit brought by the Plaintiff against the Defendant was still pending, the parties hereto became reconciled and entered into a written contract and agreement providing for the division of their properties in the event of a future divorce. Following is a copy of said contract and agreement, which is Exhibit 1 to the bill:

This agreement made at Franklin, Tennessee, on this 11th day of January 1952, by and between Joe M. Harris, hereinafter known as party of the first part, and Bertha D. Harris, hereinafter known as party of the second part.

WITNESSETH:

Whereas, the first and second parties were duly married on or about October 3, 1920; and

Whereas, unfortunate differences have arisen between the first and second parties, as a result of which the first and second parties have separated and have been living separate and apart from each other; and

Whereas, the parties of the first and second parts are desirous of entering into an agreement before they go back together and continue their marital relations with each other under which agreement a fair and equitable distribution can be made of property belonging to them and each of them in case they are unable to get along and another separation takes place, and a divorce is granted to either of them;

NOW, THEREFORE, it is agreed by the parties hereto as follows:

1. That from and after the date hereof, the party of the first part and the party of the second part may continue to live together as man and wife and to again take up their marriage relations with each other.

It is understood by both parties that in case they are unable to get along and either party should desire to obtain a divorce and in case a divorce is granted by the court the first party is to pay to the second party Three Thousand ($3000.00) Dollars, cash and party of the second part is to release and relinquish any and all other property owned by them either jointly or severally to party of the first part, party of the second part to make any and all necessary deeds or transfer necessary in transferring all of the property to party of the first part upon the payment of the above mentioned Three Thousand Dollars by party of the first part to party of the second part.

That the property settlement set forth heretofore be in full settlement and discharge of any and all alimony including claims for support or any material claims and any property held jointly by them as tenants by the entirety or otherwise, is to be made over to party of the first party by party of the second part after the

the payment of the above mentioned Three Thousand Dollars. And if a divorce is granted either now or in the future this property settlement is to be set out in the decree dissolving the marriage and is to be made a part of said decree regardless of which party obtains the divorce.

And, Whereas, the undersigned Bertha D. Harris has agreed voluntarily and with full knowledge of all of the property and the extent of the estate of the said Joe M. Harris.

Signed at Franklin, Tennessee, this the day and date first above written/

Joe M. Harris

Bertha D. Harris

STATE OF TENNESSEE

WILLIAMSON COUNTY

Personally appeared before me, Lennice P. Ragsdale, a Notary Public in and for said County and State, the within named Joe M. Harris and Bertha D. Harris, with whom I am personally acquainted, and acknowledged that they executed the annexed instrument for the purpose therein contained.

Witness my hand and official seal, at this office, this the 11th day of January, 1952.

Lennic P. Ragsdale
NOTARY PUBLIC

)SEAL)

My commission expires:

April 16, 1953

And the Court being satisfied from the proof the said contract and agreement was made and entered into by the Plaintiff of her own free will and accord, and understandingly and without any fraud, duress, force or deception on the part of the Defendant, and that there was a legal consideration therefore and that said contract and agreement is valid and is binding upon the parties thereto, it is accordingly ordered, adjudged and decreed.

And as shwon by the endorsement of Solicitors for Plaintiff hereon, the Defendant has fully complied with his duty and obligations under said contract and sgreement by paying to the Plaintiff the sum of $3000.00

And it being shown to the Court that the plaintiff, Mrs. Bertha D. Kelly Harris, and the Defendant, Joe M. Harris, own the following described two (2) lots or parcels of land as tenants by the entirety, to-wit:

Being in the 9th Civil District of Williamson County, Tennessee, described as follows:

Beginning at a stake in the northerly margin of Natchez Trial Street, Sullivan's Southeast corner and running thence with his line North 8 West 3.46 poles to a post in his northwest corner; thence with his North line North 87 West 7.20

poles to the center of the Carters Creek Pike; thence with the same North 7½ East 15.28 poles to a point in same in line with a fence, the southwest corner of Lot No, 1; thence with the line of Lot No. 1 South 84 East 18.60 poles to a stake in DeGraffenreid's West line; thence with his line South 13 East 9 poles a stake in the northerly margin of Natchez Trail Street; thence with the same South 60 West 16.50 poles to be beginning, containing 1.86 acres, more or less, according to survey made July 9, 1936, by S. M. Henderson, S. W. C.

There is included in the above description but to be excluded therefrom a lot fronting 50 feet on Carters Creek Pike, running back between parallel lines 106 feet to a fence which was conveyed to Edward Herman Inman, et ux, by deed of Willie F. Harris, et vir, of record in Deed Book 80, page 219, R. O. W. C., Tennessee.

And being the same property conveyed to the undersigned Jom M. Harris, et ux by deed of L. M. Denton, et ux of record in Deed Bock 96, page 79, R. O. W. C., Tennessee.

Land in Davidson County, Tennessee, being Lot No. 428 and the northerly 10 feet of Lot No. 429 on the map of the Sunrise Heights Second Addition, as of record in Book 421, page 46, Register's Office for said County, said property described generally as follows:

Bounded on the north by High Street, Bounded on the east by adjoining property, Bounded on the south by the remaining portion of Lot No. 429, and bounded on the west by Crescent Street; said property fronting 60 feet on Crescent Street and running back between parallel lines 150 feet to a dead line.

Being a part of the property conveyed to Joe Harris and wife, Bertha D. Harris, by deed of B. B. Lawson et ux as of record in Book 1581, page 619, in the

Now, so that the obligations of the Plaintiff under said contract and agreement may be complied with, it is ordered that all the right, title, claim and interest of the Plaintiff, Mrs. Bertha D. Kelly Harris, in said two (2) lots or parcels of land be and the same are here divested out of her and vested in the Defendant Joe M. Harris. And, upon his request and payment of the legal fees therefor, the Clerk will deliver certified copies of this decree to the Defendant, Joe M. Harris as as his option will execute and deliver to him deeds conveying all the right, title, claim and interest of the Plaintiff, Mrs. Bertha D. Kelly Harris, in said two lots or parcels of land to him, and muniments of title.

4. The interest of the said Plaintiff, Mrs. Bertha D. Kelly Harris, in and to allthe household and kitchen furniture, livestock, truck, chickens and all other personal property now on or in the two parcels of lots of land, above described, and/or in the possession of the said Defendant, Joe M. Harris, including a 1948 Plymouth 4-door automobile, Tennessee Registration No. 20-3568, which is now in the possession of the Plaintiff, and all certified checks or notes payable to Plaintiff and Defendant is divested out of the Plaintiff and vested in the Defendant. The Plaintiff will deliver said Plymouth automobile to the Defendant.

5. The costs of this cause, including the U. S. I. R. Stamps, on the certified copies of this decree or deeds above referred to, and a fee of $250.00 for Courtney, Covington & Courtney, Solicitors for Plaintiff, will be paid by Joe M. Harris, for which execution may issue.

ENTER:

W. J. SMITH
Judge.

O. K. FOR ENTRY:

COURTNEY, COVINGTON & COURTNEY

BY Wirt Courtney, Jr.,
Solicitors for Plaintiff

R. L. Richardson
R. L. Richardson, Jr.

HENDERSON & HENDERSON

BY Henderson & Henderson
Solicitors for Defendant

E 96322

IDENTIF. REFERENCE

Oct 25 2 06 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

OCT 25 MISC

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