IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 5359 PAGE 299

NELLIE RUTH MATTHEWS)
Plaintiff)
)
vs.) CIVIL ACTION NO: 82729
)
AMBROSE WALTER MATTHEWS)
Defendant)
)

E 9 8 1 5 0

IDENTIF. REFERENCE

Nov 2 2 50 PM '78
FELIX Z. ELLISON II REGISTER
DAVIDSON COUNTY, TENN.

ORDER

This cause came on to be heard before the Honorable Joe C. Loser, Judge of the Third Circuit Court for Davidson County, Tennessee, on Thursday, August 24, 1978, upon the Complaint of Nellie Ruth Matthews; order setting aside the previous Order of Reconciliation; testimony in open Court of the plaintiff and two witnesses; written Property Settlement Agreement consisting of four (4) type written pages; Statements of Counsel for the parties, and the entire record.

From all of the above, the Court is of opinion and finds that the allegations contained in the complaint are sustained, that defendant has been guilty of such cruel or inhuman treatment or conduct toward plaintiff as renders further cohabitation unsafe and improper; that the Property Settlement Agreement is just and proper in all respects and should be approved by the Court; and that plaintiff should be granted an absolute divorce from defendant and restored to all the rights and privileges of an unmarried person.

It is, accordingly, ordered and judged as follows:

(1) Plaintiff is granted an absolute divorce from the defendant and restored to all of the rights and privileges of an unmarried person.

(2) The Property Settlement Agreement consisting of four (4) type written pages, which is reproduced hereandafter verbatim, is approved, confirmed, and ratified in all respects and all parts thereof are made a part of this order, to wit:

PROPERTY SETTLEMENT AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants recited hereinafter, NELLIE RUTH MATTHEWS, hereinafter referred to as "Wife", and AMBROSE WALTER MATTHEWS, hereinafter referred to as "Husband", do hereby agree as follows:

1. There is currently pending before the Third Circuit Court for Davidson County, Tennessee, a suit for divorce filed by Wife against Husband. This suit has been assigned Docket Number 82729. Each of the parties to this Agreement have been advised by their attorneys, and they understand, both the meaning and effect of the terms and conditions of this Property Settlement Agreement, and that the said terms and conditions hereof are not necessarily binding upon the Judge of the Third Circuit Court for Davidson County, Tennessee, and in the event the Judge shall not approve the terms of this Property Settlement Agreement, neither party waives any right or remedy which he or she might otherwise have.

2. At the present time the Wife is the registered and titled owner of a 1977 Toyota automobile and the Husband is the registered and titled owner of a 1967 Chevrolet Chevelle automobile. To whatever extent either of the parties may own any interest of any kind or character whatsoever in the automobile owned by the other party, they are divested of same and title to the 1977 Toyota shall vest absolutely in the Wife and title to the 1967 Chevelle shall vest absolutely in the Husband.

3. The Husband is divested of all right, title, and interest in the household furnishings currently located at 2704 Berrywood Drive, Nashville, Tennessee and title to the same shall vest absolutely in the Wife.

4. All of the remaining personal property of these parties, wherever the same may be situated and however it may be characterized, shall vest absolutely in the party who either has title to or is currently in possession of same, and to such extent as the other party may own any right, title or interest in any such personal property, such title is divested out of them. Additionally, the Wife retains all right, title and interest in any funds remaining in a certain joint account at the Third National Bank in Nashville.

5. At the present time, the parties to this Agreement are the owners, as tenants by the entireties, subject to a Deed of Trust, of certain real property located at 2704 Berrywood Drive, Nashville, Tennessee, which property is described as follows:

> Land in Davidson County, Tennessee, being Lot No. 15 on the Map of Berrywood, Section 2, of record in Book 3106, Page 14, Register's Office for Davidson County, Tennessee.

Said Lot No. 15 fronts 95.1 feet on the easterly margin of Berrywood Drive and runs back between lines measuring 140.0 feet on the northerly side and 194.4 feet on the southerly side to a dead line in the rear on which it measures 106.7 feet.

Being the same property conveyed to Ambrose Walter Matthews and wife, Nellie Ruth Matthews by Vernon Beuard Brook, Jr., and wife, Barbara A. Brook, by Warranty Deed recorded at Book 3796, Page 947, Register's Office for Davidson County, Tennessee.

The Husband is divested of all right, title and interest in this property, except as may be hereinafter provided, and title to same shall vest absolutely in the Wife.

6. The Husband agrees to keep mortgage payments, which include principal, interest, and insurance, on the said property current, pay all utility expenses commensurate with the ownership and/or possession of the property, and to hold the Wife harmless from all such expenses. As used herein, the term "current" shall mean that a particular debt is paid no later than 10 days after it shall become due, and the term "utility" shall mean the electrical bills and the water and sewerage bills. Husband's obligation to make the payments called for in this paragraph of this Property Settlement Agreement shall terminate upon his making the last payment called for in the mortgage. In the event that Husband shall not default in any obligation required of him under the terms and conditions of this Property Settlement, or violate any term or condition of such final Order as may be entered by the Judge of the Third Circuit Court for Davidson County, Tennessee, in Civil Action No. 82729, and in the event that the Wife shall choose to sell the real property hereinabove described, the Husband shall be entitled to one-half (1/2) the net proceeds thereof. As used herein, the term "net proceeds" shall mean the pre-tax profit derived from the sale of the residence, less any and all closing costs incurred

by the Wife. Nothing in this Property Settlement Agreement shall be construed so as to require the Wife to sell or in any other respect convey the subject property. Further, nothing in this Property Settlement Agreement shall be construed as vesting any interest of any kind or character in the said real property in the Husband other than that specifically recited herein. The Husband waives the right to pre-pay the mortgage. In the event that the Husband shall default in any term or condition of this Property Settlement Agreement, or any term or condition of the final Order of the Judge of the Third Circuit Court for Davidson County, Tennessee, hereinabove referred to, any right which he might have to any aspect of the proceeds of the sale of the said real property shall be void and of no effect whatsoever.

7. In the event that the Wife shall die, or be adjudged incompetent, prior to the time that the mortgage is fully paid, and in the event that the Husband is in no respect in default of any term or condition of this Property Settlement Agreement or any term or condition of the final Order of the Judge of the Third Circuit Court entered in this cause at the time of her death or adjudication of incompetence, and in the further event that said property shall thereupon be sold at partition sale or otherwise, the Husband shall be entitled to a sum equal to one-half (1/2) of the proceeds of such sale, after deducting from his share all expenses commensurate with the said sale.

In the event that the Husband shall predecease the Wife, his death shall extinguish any right which he, his heirs, executors, administrators, assigns, or his estate might have in the proceeds from the sale of the said real property.

8. Both of the parties to this Agreement do hereby agree to execute any and all instruments or paper writings required to effectuate the contents hereof.

9. In the event that the Wife shall choose to sell or convey the real property hereinabove described, she shall give the Husband thirty (30) days written notice of her intention to do so, calling to his attention the terms and conditions of such sale or conveyance along with the proposed date of closing.

10. The Husband agrees to be perpetually enjoined from coming about the Wife, harassing her in any way, or coming about the real property hereinabove described without the express approval of the Wife.

WITNESS our hands at Nashville, Tennessee, this 24 day of August, 1978, as to Mrs. Matthews, and this 23 day of August, 1978, as to Mr. Matthews.

s/
Nellie Ruth Matthews

s/
Ambrose Walter Matthews

STATE OF TENNESSEE

COUNTY OF DAVIDSON

On the 27 day of August, 1978, there appeared before me, _____, a Notary Public in and for said state, the said Nellie Ruth Matthews, a person to me well known, who then and there swore upon her oath that she executed the foregoing instrument for the purposes contained therein.

Witness my hand at Nashville, Tennessee, this 27 day of August, 1978.

s/
Notary Public

STATE OF TENNESSEE

COUNTY OF DAVIDSON

On the 23 day of August, 1978, there appeared before me, [illegible], a Notary Public in and for said state, the said Ambrose Walter Matthews, a person to me well known, who then and there swore upon his oath that he executed the foregoing instrument for the purposes contained therein.

Witness my hand at Nashville, Tennessee, this 23 day of August, 1978.

/s/
Notary Public

My commission expires:

_____

(3) The cost be taxed against the defendant.

For all of same, let excution issue if necessary.

Entered this _____ day of _____ 1978

JUDGE 9/1/78

Enter This 1 Day of Sept., 1978

B* 16.00 * 16.00

APPROVED FOR ENTRY:

SW-2R MISC

WATKINS, MCGUGIN, MCNEILLY & ROWAN

BY: _____
18th Floor, First American Center
Nashville, Tennessee 37238

Attorneys for Plaintiffs

Robert P. Ziegler
12th Floor
Third National Bank Building

Attorneys for Defendants

I hereby certify that this is a true copy of original instrument filed in my office this 2 day of Aug 1978
GEORGE L. ROONEY Clerk
By _____
Deputy Clerk