Map-181-6
Par-116 Jd 110 A 298

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 5364 PAGE 923

ETHEL TALLEY SWEAT)
Plaintiff)
VS)
WILLIE SWEAT)
Defendant) NO. 92438

FINAL DIVORCE DECREE

This cause came on to be heard before the HONORABLE BENSON TRIMBLE, JUDGE OF THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE, on the 6th day of October, 1978, upon the original petition for absolute divorce filed herein; the parties having entered into a Property Settlement Agreement and same having been submitted to the Court; the testimony of the 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 original bill for divorce have been sustained, that is that irreconcilable differences exist between the plaintiff and the defendant.

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

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

PROPERTY SETTLEMENT AGREEMENT

BOOK 5364 PAGE 924

This agreement made and entered into by and between WILLIE SWEAT, hereinafter called HUSBAND and ETHEL TALLEY SWEAT, hereinafter called WIFE.

WHEREAS, certain difficulties have arisen between the parties which have caused them to determine that they can no longer continue the marriage relation, and it is the desire of both parties to finally and for all time to determine and settle their property rights, all rights of support, maintenance, alimony, dower, distributive share, and homestead rights, together with any and all other rights existing between the parties growing out of their marital relationship.

NOW THEREFORE, for an in consideration of the mutual promises herein made and the acts to be performed, the parties agree as follows:

THAT the Wife is to receive the house and lot located at 2608 Jenkins Street, Nashville, Tennessee, which the parties own as tenants by the entirety, subject to a first mortgage on which the Wife expressly assumes all olbigations for payment and shall hold the Husband harmless from said payments.

THAT the Wife is to receive all furniture, appliances and household items in said house with the exception of a roll-away folding bed, hand tools, clothes and personal articles of the husband, and except as provided herein, all right, title and interest in and to same shall be divested from Husband and vested in Wife.

That the Husband is to receive the 1971 Chevy pick-up truck, and all right, title and interest in and to said vehicle shall be divested from Wife and vested in Husband.

That the Wife is to receive the 1968 Chevy Impala and all right, title and interest in and to said automobile shall be divested from Husband and vested in Wife.

That the Husband has inherited Eleven (11) acres of farm land located in Dickson County, Tennessee, being a tenant in common with Nine (9)

other brothers and sisters on property as heirs of their deceased parents, and that the wife agrees and hereby releases any claim she may have to said real property, whether dower or distributive share and all the wife's right, title and interest to said inheritance is hereby divested from Wife and vested in Husband as his exclusive real property.

THAT the parties have no minor children and therefore it is not necessary to provide for the care, custody or maintenance of any children.

THAT the Husband and Wife agree that no periodic alimony payments shall be paid by the Husband, but the parties agree that the equity in the residence heretofore allocated to wife with is approximately Fifteen Thousand Dollars ($15,000.00) of which, one-half (½) shall be considered as alimony in solido to wife.

THAT the Husband and Wife shall each pay their own attorney's fee.

THAT it is agreed any property not mentioned herein shall be vested in the party in possession of such property.

Each of the parties shall, from time to time, at the request of the other, execute, acknowledge and deliver to the other party any and all further instruments that may reasonably required to give full force and effect to the provisions of this agreement.

The parties agree that either of them hereafter granted a divorce, may incorporate the property settlement agreement in the divorce decree to become enforeceable by order of the Court.

It is further agreed and understood that this agreement is intended to be the final settlement of the property rights of the respective parties and is a full discharge of the Husband from all other claims arising out of their martial relations and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitations, by way of dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent or distribution, alimony and support, right to act as administrator or executor of the other's estate and this agreement applies to all property now owned by Husband

and Wife and any property that either of them may acquire in the future.

The Wife acknowledges that the provisions in this agreement are fair, adequate and satisfactory to her and accepts them in full and final settlement of all claims and demands for alimony and fully discharges the Husband from all such claims and demands except as provided in this agreement.

It is further understood and agreed by and between the parties that this property settlement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. The provisions in this agreement and their legal effects have been fully explained to each of the parties and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the said parties have read this agreement and have familiarized themselves with its contents and signed and executed this instrument of the 10 day of July, 1978.

Willie Sweat
WILLIE SWEAT, HUSBAND

Ethel Talley Sweat
ETHEL TALLEY SWEAT, WIFE

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

BOOK 5364 PAGE 927

PERSONALLY appeared before me, the undersigned, a Notary Public in and for said County and State, the within named WILLIE SWEAT, one of the bargainors, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this the 10 day of July, 1978.

J. Michael Jacobs
NOTARY PUBLIC

My Commission Expires:

2-18-80

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

PERSONALLY appeared before me, the undersigned, a Notary Public in and for said County and State, the within named ETHEL TALEY SWEAT, one of the bargainors, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this the 19th day of July, 1978.

Harold E. Wilson
NOTARY PUBLIC

My Commission Expires:

2/3/'79

Any and all other matters are reserved by the Court.

The plaintiff will pay the costs of this cause, for all of which execution may issue, if necessary.

FOR ENTRY:

Harold E. Wilson

HAROLD E. WILSON
Attorney at Law

JUDGE

10-17-78

I hereby certify that I have mailed a true and exact copy of the foregoing Final Divorce Decree to the defendant, Willie Sweat, C/O J. Michael Jacobs, Attorney at Law, 6202 Charlotte Avenue, Nashville, Tennessee, 37209, this the 11th day of October, 1978.

Harold E. Wilson

HAROLD E. WILSON

F.0.0.6.1.2.

IDENTIF. REFERENCE

BOOK 5364 PAGE 329

Nov 17 8 50 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

NOV 17 78 MISC

B* 14.00 * 14.00

DOCKET NO. 92430

MINUTE BOOK 110A / PAGE 298

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* ETHEL TALLEY SWEAT *Plaintiff, and* WILLIE SWEAT *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* 8th *day of* NOVEMBER *in the year one thousand nine hundred and* seventy-eight *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By G. Knight *, D. C.*

Form #CR-117