Map 75-7
Parcel 77
12-12-78
37A/425

IN THE FIFTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

BARBARA BASS PARSONS]
]
VS.] NO. 92984
]
PHILLIP LEE PARSONS]

BOOK 5385 PAGE 060

D E C R E E

This cause came on to be heard on this the 7th day of December, 1978, before the Honorable Stephen North, Judge, Division V, Circuit Court of Davidson County, Tennessee, upon the original petition of the plaintiff, and default judgment subsequently taken thereon, the defendant having failed to answer within the time allowed by law. From the testimony of plaintiff, statement of counsel, and from the entire record of this cause, the Court is of the opinion that the plaintiff did successfully sustain her grounds for divorce, that is, that such irreconcilable differences now exist between the parties as to make a continuation of this marriage not in the best interests of the parties or society as a whole.

It is therefore ORDERED, ADJUDGED and DECREED that the plaintiff, Barbara Bass Parsons, is awarded an absolute divorce from the defendant, Phillip Lee Parsons, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. Plaintiff is restored to all the rights and privileges of an unmarried person.

It further appearing to the Court that the parties had entered into a property settlement agreement, it is further ORDERED, ADJUDGED and DECREED that the same be made a part of this the final decree, and as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT entered into by and between Barbara Bass Parsons, hereinafter known as "Wife", and Phillip Lee Parsons, hereinafter known as "Husband"; and

WHEREAS, Wife has cause to be filed in the Domestic Relations Courts of Davidson County, Tennessee, a petition for absolute divorce, alleging that certain irreconcilable differences exist by and between the parties which make a continuation of their marriage impractical and not to the best interest of the parties or society as a whole; and

WHEREAS, the parties agree that certain irreconcilable differences do, in fact, exist in their marriage, and that the parties desire to enter into a property settlement agreement, disposing of all questions pertaining to a division of properties, both personal and real, custody of the child, and all other claims of any nature whatsoever that one may have against the other, the parties hereby agree as follows:

(1) As alimony in solido, the Husband will transfer to Wife all of his right, title and interest in and to certain real property located at 4420 Baton Rouge Drive in Hermitage, Tennessee, together with all of the household furnishings and/or utensils located therein, but with the exception of the personal property of the Husband, said property to hereinafter become the sole property of the Wife in fee simple title. Wife, in turn, will assume the responsibility for the existing mortgage against said real property, and will hold Husband harmless from any further responsibility in regard thereto. Husband agrees to execute any and all documents necessary to effect the transfer of said property into the name of the Wife.

(2) The Husband agrees to transfer to the Wife all of his right, title and interest in and to a 1972 Volkswagon

Squareback automobile, which shall hereinafter become the sole and absolute property of the Wife. Husband will execute any and all documents necessary to effect said aforementioned transfer.

(3) Husband will transfer to the Wife all of his interest in and to a savings account located at the Fidelity Federal Savings and Loan Association, and in the approximate amount of $3,903.16, and said money shall hereinafter become the absolute property of the Wife.

(4) The Wife shall have the absolute care, custody and control of the minor child of the parties, Tracy Allyson, but with the understanding that Husband shall have the right to see and visit said aforementioned child at all reasonable times and places. As support for said aforementioned child, Husband agrees to pay Wife the sum of $100.NO/100 per month. Husband agrees to continue in full force and effect the existing medical and/or hospitalization insurance on said aforementioned child. Husband further agrees to continue to pay the automobile insurance on the automobile that is currently being driven by the child, but titled in the name of the Wife, said automobile being a 1977 Vega. Husband relinquishes any claim that he may have on certain savings accounts belonging to the said aforementioned minor child, but being jointly held.

(5) Wife will transfer to Husband all of her right, title and interest in and to a vacant lot now owned by the parties as tenants by the entirety, and located at Gatlinburg, Tennessee, and said lot shall hereinafter become the sole and exclusive property of the Husband. Wife will execute such documents as may be necessary to effect said aforementioned transfer.

(6) The Husband will hereinafter be awarded the 1971 Chevrolet pickup truck, together with a camper thereon, and

in addition thereto, a Volkswagon "Bug". Said properties shall hereinafter become the absolute property of the Husband, and Wife shall execute such documents as may be necessary to transfer the title of said vehicles into the name of the Husband. Husband agrees further, however, to give the Dune Buggy automobile that he built to the daughter, but with the understanding that the same might have to be titled in the name of the Wife, in view of the fact that said aforementioned daughter is a minor. It is agreed by Wife, however, that such vehicle shall be the property of the daughter, and that Wife will assume responsibility for affording insurance thereof, if the same is available.

(7) Wife relinquishes any and all claim that she may have in regard to approximately twenty-one shares of A T & T stock in the possession of the Husband. In addition thereto, Wife relinquishes any and all claims that she may have to an IRA account at the First American National Bank and at the Fidelity Federal Savings and Loan Association, each account being in the amount of approximately $3,000.00. Said accounts shall hereinafter become the sole and exclusive property of the Husband, and Wife shall execute such documents as may be necessary to transfer said accounts to Husband. The same applies to a small savings account at the First American National Bank.

(8) All of the silver dollars located in a safety deposit box at First American National Bank shall hereinafter become the sole and exclusive property of the Husband.

This agreement constitutes a full and final settlement by and between the parties, and of all things that one may have against the other. In the event that this agreement is executed by both parties, then each party will be liable for

the payment of their respective counsel fees in regard to domestic relations litigation, but with the further understanding that the court costs shall be taxed against the Husband.

It is further agreed that should Wife successfully prosecute her action for divorce, that this agreement will be submitted to the Court with the request that the same be ratified by the Court and included in the final decree to be entered in the cause.

THIS AGREEMENT entered into on this the 23rd day of July, 1978.

Barbara Bass Parsons
Barbara Bass Parsons, "WIFE"

Phillip Lee Parsons
Phillip Lee Parsons, "HUSBAND"

Norman W. Miller
Witness

It is therefore ORDERED, ADJUDGED and DECREED that all of defendant's right, title and interest in and to certain real property lcoated at 4420 Baton Rouge Drive as is now vested in the defendant is divested out of the defendant, and said property is awarded to the plaintiff in fee simple title, but subject to the mortgage encumbrance existing thereon. Plaintiff shall hold defendant harmless from any further responsibility insofar as the mortgage indebtedness on the property is concerned. Said property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 183 Tulip Grove, Section 4 of record in Book 4175, page 12, Register's Office for said County.
>
> Said Lot No. 183 fronts 86.0 feet on the westerly side of Baton Rouge Drive and extends back 153.21 feet on the northerly line and 167.36 feet on the southerly line to a dead line at the rear measuring 65.62 feet thereon.
>
> Being the same property conveyed to Phillip L. Parsons and wife, Barbara B. Parsons, by deed from F. E. Stratton, Jr. and wife, Bettie S. Stratton, of record in Book 4269, page 621, Register's Office, Davidson County, Tennessee.

It is further ORDERED, ADJUDGED and DECREED that all of plaintiff's right, title and interest in and to a vacant lot owned by the parties at Gatlinburg, Tennessee, as is now vested in plaintiff, shall be divested out of plaintiff and said aforementioned lot is awarded absolutely to the defendant in fee simple title, but subject to the mortgage encumbrance thereon. The defendant shall hereinafter hold plaintiff harmless from any further financial responsibility in regard to said aforementioned lot. Plaintiff shall execute such quitclaim deeds and/or other documents as may be necessary to transfer property into the name of the defendant.

It is further ORDERED, ADJUDGED and DECREED that both parties shall execute all documents necessary for the transfer of the various properties as set forth in the property settlement agreement.

It is further ORDERED, ADJUDGED and DECREED that the care, custody and control of the minor child, Tracy Allyson, shall be vested in the plaintiff, and subject to the support payments and other conditions as are set forth in the property settlement agreement.

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

Entered this 12th day of December, 1978.

JAN 16 78 MISC 3* 14.00 * 14.00

JUDGE

APPROVED FOR ENTRY:

Jack Norman, Jr., Attorney for Plaintiff

I certify that I have mailed a copy of this Decree to the defendant, Phillip Lee Parsons, at his last known address, % Outdoor Resorts of America, 2400 Crestmoor Road, Nashville, Tennessee 37215, this 8th day of December, 1978.

Attorney

IDENTIFICATION REFERENCE
JAN 16 3 08 PM '79
FELIX A. NAIL, REGISTER
DAVIDSON COUNTY, TENN.

F.09907

Minute Book 37A Page 425

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 of the* ~~record and proceedings~~ Final Decree of Divorce *had in said Court in the case heretofore prosecuted and determined therein, between* Barbara Bass Parsons *Plaintiff, and* Phillip Lee Parsons *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* 16th *day of* January *in the year one thousand nine hundred and* seventy-nine *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*

Form #GR-117