7-21-78
109A/260

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

Map 102-4
Par 113 Is

MARGARET WELLS SLACK,
Plaintiff,

VS.

WILLIAM FLOYD SLACK,
Defendant.

NO: 89438

BOOK 5391 PAGE 465

738 02/04 8.00 CHECK

FINAL DECREE

This cause came on to be heard on July 17, 1978, before the Honorable Penson Trimble, upon the Petition for divorce filed by the plaintiff and upon the Amended Complaint filed by the plaintiff alleging the grounds of irreconcilable differences. It appearing to the Court from the testimony of the plaintiff and from the presentation to the Court of a signed Property Settlement Agreement entered into between the parties that the plaintiff should be granted an absolute divorce from the defendant upon the grounds of irreconcilable differences and that the Property Settlement Agreement entered into between the parties should be approved;

It is therefore ORDERED that the plaintiff be and she hereby is granted an absolute divorce from the defendant upon the grounds of irreconcilable differences and it is further ORDERED that the Property Settlement Agreement entered into between the parties be adopted by the Court and the same is made a part of this decree, and is copied as follows with the addition of a legal description of the property named in the Property Settlement Agreement:

Agreement made by and between Margaret Wells Slack (hereinafter "Wife") and William Floyd Slack (hereinafter "Husband");

Whereas the parties are married but are contemplating a separation and divorce; and

Whereas, they desire to provide for an equitable division of their jointly held property;

Now, therefore, the parties hereto agree as follows:

1. Wife will assume all right, title and interest in and to the household furniture and family home located at 6468 Thunderbird Drive, Nashville, Tennessee. Wife will assume the remaining indebtedness on the first mortgage on the family home at 6468 Thunderbird Drive. Husband will be responsible for the second mortgage on said family home owed to Associates Capital and any indebtedness owed to the South Central Bell Credit Union. A legal description of the property hereinabove mentioned follows:

> Land in Davidson County, Tennessee, being Lot No. 1113 on the Plan of Charlotte Park Subdivision Section 19, as of record in Book 3600, Page 83, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 1113 fronts 84.68 feet on the northwesterly margin of Thunderbird Drive and extends back 177.1 feet on the northeasterly line and 189.8 feet on the southwesterly line to a dead line in the rear, measuring 74.00 feet thereon.
>
> Being part of the same property conveyed to Richard McHenry by deed from Consolidated Developments, Inc., of record in Book 3851, page 540, Register's Office for Davidson County, Tennessee.
>
> Being the same property conveyed to William F. Slack and wife, Margaret by Richard McHenry and wife, Peggy B. McHenry, by deed from Guaranty Mortgage Company, of record in Book 3600, page 83, Register's Office for Davidson County, Tennessee.

2. Wife will have custody of the minor child of the parties. Husband will have reasonable visitation rights.

3. Wife will receive all right, title and interest in and to the 1973 Ford LTD automobile. Husband will retain ownership of the 1966 Mercury automobile.

4. Husband will pay $150.00 every two weeks to wife for support of their minor child and wife; $137.50 of said amount being child support and $12.50 of said amount being alimony in future, but said alimony shall cease if either party

dies or wife remarries.

5. Wife agrees that Husband shall be allowed to claim the minor child as a dependent for federal income tax purposes.

6. Both parties understand and agree that the amount of his child support payments is subject to adjustment, whether by increase or decrease, when there is a "change of circumstances", as that term is defined under the law of the State of Tennessee.

7. Husband agrees to maintain hospitalization and major medical insurance on the minor child of the parties until she reaches the age of 21 years.

8. Husband agrees to pay a reasonable attorney's fee to wife's attorney and court costs of the divorce action. At this time, a reasonable attorney's fee is deemed to be $350.00.

9. Husband agrees that wife will remain the beneficiary of the life insurance and survivor's benefits policies which are in effect through his place of employment subject to the following: in the event Wife predeceases Husband or that she remarries or the parties' minor child reaches twenty-five (25) years of age, wife's rights will cease and husband agrees that the minor child of the parties will be designated as one-third (1/3) beneficiary of said life insurance and survivor's benefits policies. Husband further agrees to keep in full force and effect the present life insurance policies maintained on the life of the wife and of the two older children of the parties.

DATED: 5/22/78

/s/ Margaret Wells Slack
MARGARET WELLS SLACK

/s/ Rose Palermo
WITNESS

DATED: 5/15/78

/s/ William Floyd Slack
WILLIAM FLOYD SLACK

/s/ Sandra S. Grisham
WITNESS

Entered this _____ day of _____, 1978.

S/ Brandon Trimble
JUDGE

APPROVED FOR ENTRY:

_____
Rose Palermo
Attorney for Plaintiff
43 Music Square West
Nashville, TN 37203

I certify that I have mailed a copy of the foregoing to Mr. Jude T. Lenahan, 1601 1/2 Buchanan Street, Nashville, Tennessee 37208, on this _____ day of _____, 1978.

_____
Rose Palermo

IDENTIFICATION REFERENCE
FEB 1 10 54 AM '79
FELIX Z. HUSKEY, REGISTER
DAVIDSON COUNTY, TENN.
51237S

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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* Margaret Wells Slack *Plaintiff, and* William Floyd Slack *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* 12 *day of* Feb *in the year one thousand nine hundred and* 79 *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L. Dyer, *D. C.*