Map 148-7
Parcel 33

BOOK 5392 PAGE 980

12-14-78
110C/1865

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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| JUDY CAROLE (HOLMES) WOODARD | ) | |
| VS. | ) | NO. 93090 |
| JOHNNY MARION WOODARD | ) | |

FINAL DECREE

This cause came on to be heard on the 11th day of December, 1978, before the Honorable Benson Trimble, Judge, upon the Plaintiff's Complaint for Absolute Divorce, personal service of process on the Defendant, default judgment having been previously granted against the Defendant he having failed to appear and answer within the time allowed by law, Property Settlement Agreement executed by the parties, testimony of the Plaintiff, statement of counsel and the entire record in this cause, from all of which it appears to the Court that irreconcilable differences have arisen between the parties such that they are no longer able to live together as husband and wife and the Plaintiff should be and hereby is granted an Absolute Divorce on the ground of irreconcilable differences; further, that the parties have entered into a written Property Settlement Agreement with adequate and sufficient provisions for the custody and maintenance of the minor child of the marriage and for the equitable settlement of property rights between the parties.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that an Absolute Divorce be and the same is hereby granted to the Plaintiff, Judy Carole (Holmes) Woodard, and the bonds of matrimony heretofore subsisting between the parties be and the same are hereby dissolved and the Plaintiff is restored to all rights and privileges of an unmarried person.

IT IS, FURTHER, ORDERED, ADJUDGED AND DECREED that the written Property Settlement between the parties, dated December 4, 1978, be ratified and confirmed in all respects and the same is

hereby incorporated in this decree and made a part hereof. The said Property Settlement Agreement is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 4th day of December, 1978, by and between JUDY CAROLE (HOLMES) WOODARD, hereinafter called "Wife", and JOHNNY MARION WOODARD, hereinafter called "Husband",

W I T N E S S E T H:

WHEREAS, there is now pending in the Fourth Circuit Court of Davidson County, Tennessee, Case No. 93090, wherein Wife is seeking an Absolute Divorce from the Husband, and the parties are desirous of settling certain issues and controversies in said case relating to their respective property rights, child custody and visitation and child support;

NOW, THEREFORE, in consideration of the terms, covenants and provisions hereinafter set forth, Wife and Husband agree as follows:

1. Wife shall have sole custody, care and control of the minor child of the parties, Tiffany Suzanne Woodard. Husband shall be afforded reasonable visitation privileges with the said child.

2. Husband shall pay to Wife, as support and maintenance for the said minor child of the parties, the sum of Forty and No/100 ($40.00) Dollar per week, said payments to commence immediately and be made directly to the Wife.

3. All right, title and interest in and to the real property and improvements thereon located at 226 Overby Drive, Antioch, Davidson County, Tennessee shall be, in the final decree of divorce in this cause, divested from the Husband and vested solely in the Wife. The said real estate is more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 887 on the Plan of Cherokee Hills Subdivision, Section VIII, as of record in Book 3700, page 154, Register's Office for said County.



RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

SAID Lot No. 887 fronts 69.0 feet on the northerly side of Overby Drive and extends back 164.8 feet on the westerly side and 170.7 feet on the easterly side to a line on the rear, measuring 83.2 feet thereon.

BEING the same property conveyed to Johnny M. Woodard and wife, Judy H. Woodard by limited warranty deed from The Equitable Life Assurance Society of the United States, a New York corporation dated September 27, 1976 and recorded in Book 5088, page 660, Register's Office for Davidson County, Tennessee.

4. The 1973 Chevrolet Monte Carlo automobile shall become Wife's exclusive property and Husband shall execute any necessary instruments to effect the transfer of all right, title and interest in and to said automobile to the Wife. The 1974 Pontiac Firebird automobile shall become Husband's exclusive property and Wife shall execute any necessary instruments to effect the transfer of all right, title and interest in and to said automobile to the Husband and the indebtedness of the parties owed to Nashville City Bank which is secured by said automobile shall be the exclusive obligation of the Husband who shall be solely responsible for payment of such indebtedness and shall indemnify and hold the Wife harmless for payment of such debt.

5. Husband shall assign and transfer to Wife all ownership rights in and to that certain insurance policy on his life in the face amount of Fifteen Thousand and No/100 ($15,000.00) Dollars with Lincoln American Life Insurance Company.

6. All right, title and interest in and to all of the household furniture, appliances, furnishings and effects located at the residence of parties shall be divested out of the Husband and vested solely in the Wife and shall become her sole and exclusive property.

7. The parties agree that the Wife shall be allowed to claim the child of the parties as a dependent for federal income tax purposes each year.

8. Husband shall execute, acknowledge, and deliver to Wife any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

9. Wife agrees to pay her own attorney's fee and the Court costs in this cause.

10. Husband acknowledges that he has read this Property Settlement Agreement and fully understands the terms contained herein and states that this is the agreement of the parties and he has signed it voluntarily as his own free act and deed.

11. This Agreement shall be exhibited to the Court at the final hearing of this cause and the substance of numbered paragraphs 1 through 10 shall be incorporated into the Final Decree of the Court should the Wife be granted a divorce.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

/s/ Judy Carole Holmes Woodard
JUDY CAROLE (HOLMES) WOODARD

/s/ C. Alan Lancaster
WITNESS

/s/ Johnny Marion Woodard
JOHNNY MARION WOODARD

/s/ Carlene Hasty
WITNESS

IT IS, FURTHER, ORDERED, ADJUDGED AND DECREED that, pursuant to Paragraph 3 of the said Property Settlement Agreement executed by the parties, all right, title and interest in and to the real property and improvements thereon located at 226 Overby Drive, Antioch, Davidson County, Tennessee is hereby divested from the Husband and vested solely in the Wife.

IT IS, FURTHER, ORDERED, ADJUDGED AND DECREED that, in the event Defendant fails to timely make the child support payments directly to the Plaintiff pursuant to the terms of Paragraph 2 of the Property Settlement Agreement executed by the parties, said payments shall be made through the Clerk of the Court with the Clerk's lawful commission (5%) payable in addition to each payment of child support.

**IT IS, FURTHER, ORDERED, ADJUDGED AND DECREED that Plaintiff shall pay the Court costs in this cause for which execution may issue if necessary.**

**ENTERED this _____ day of _____, 1978.**

/s/ Beeson Smith
**JUDGE**
12-14-78

**APPROVED FOR ENTRY:**

**LANCASTER & FARMER**

**BY:** /s/ C. Alan Lancaster
**C. ALAN LANCASTER**
**Attorney for Plaintiff**
**Suite 100, 4207 Lebanon Road**
**Hermitage, Tennessee 37076**

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IDENTIF. REFERENCE
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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.
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**CERTIFICATE OF SERVICE**

**I hereby certify that a copy of the foregoing Final Decree has been sent by U.S. Mail to Mr. Johnny Marion Woodard, 1508 Spence Circle, Nashville, Tennessee 37210, this 13TH day of December, 1978.**

/s/ C. Alan Lancaster
**C. ALAN LANCASTER**

Docket No. 93090 Minute Book 110C Page 1865

## 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* Judy Carole (Holmes) Woodard *Plaintiff, and* Johnny Marion Woodard *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* 6th *day of* February *in the year one thousand nine hundred and* Seventy-Nine *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*
*By* Barbara Eddings *D. C.*