3-5-79
115A/138

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 5403 PAGE 460 Map - Parcel 45-6-38 Par.

ELEANOR JEANETTE READ, Plaintiff	]	
VS.	]	NO. 93522
CHARLES AUBREY READ, Defendant	]	

O R D E R

This cause came on to be heard before the Honorable Joe C. Loser, Jr., Judge of the Third Circuit Court for Davidson County, Tennessee, on Monday, March 5, 1979, upon plaintiff's bill for absolute divorce heretofore filed in this matter. After testimony of the plaintiff was had in open court, after submission of a Property Settlement Agreement to the Court, after statement of counsel for the plaintiff and after due consideration of the entire record herein, the Court finds that the allegations of the Complaint are sustained by the proof, and that the marriage between the parties has become insupportable because of discord or conflict of personalities that destroys the legitimate ends of the marriage relationship and prevents any reasonable expectation of reconciliation. The Court was of the opinion that the plaintiff should be awarded an absolute divorce from the defendant because of irreconcilable differences, and chat the plaintiff should be given the complete custody and control of the minor child born of this marriage.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the plaintiff be awarded an absolute divorce from the defendant and is thereby restored to all the rights and privileges of an unmarried person, and that the plaintiff should be given the

complete custody and control of the minor child born of this marriage.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement entered into by and between the parties is approved and the same is hereby incorporated in this decree as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into on or as of the 22 day of November, 1978, by and between ELEANOR JEANETTE READ, a resident of Davidson County, Tennessee, hereinafter called "Wife," and CHARLES AUBREY READ, a resident of Davidson County, Tennessee, hereinafter called "Husband";

W I T N E S S E T H:

WHEREAS, the parties were married on August 26, 1961; and

WHEREAS, the parties have one (1) child who has not attained the age of majority; and

WHEREAS, the parties have encountered certain marital difficulties that apparently are irreconcilable and have heretofore separated as man and wife; and

WHEREAS, there is pending in the Third Circuit Court for Davidson County, Tennessee, a divorce action between husband and wife; and

WHEREAS, it is the desire of husband and wife to enter into this Property Settlement Agreement, subject to the approval of the Court, said Agreement upon approval of the Court shall be incorporated in full in the decree which shall be entered by the Court.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto do mutually agree as follows:

1. That all right, title and interest in the parties' household furniture and furnishings presently located at 609 Fedders Drive, Madison, Tennessee, shall be divested from husband and all right, title and interest in same shall be vested in wife.

2. That all right, title and interest in the house and lot owned jointly by the parties at 609 Fedders Drive, Madison, Tennessee, is vested solely in wife, and husband is divested of all right, title and interest in same. Wife will assume as her sole obligation the payments for said real estate and she agrees to hold husband harmless for the payment of such debts. The real estate is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 36 on the Plan of Madison Park Subdivision, Section 2, as of record in Book 3106, page 141, Register's Office for said County, to which plan reference is here made for description.
>
> Being the same property conveyed to Charles Aubrey Read and wife, Eleanor J. Read, by deed from G. W. Hire and wife, Lula Mae Hire, of record in Book 4290, page 164, said Register's Office.

3. Each party will assume and pay their individual debts from and after September 1, 1978, and agree to hold the other party and all their heirs harmless from any such obligations.

4. All right, title and interest of husband in and to a 1977 Oldsmobile Cutlass automobile titled in wife's name shall be divested out of husband and vested in wife.

5. All right, title and interest of wife in and to a 1973 Chevrolet Bel Air automobile titled in husband's name shall be divested out of wife and vested in husband.

6. Wife is to receive the care, custody and control of the parties' minor child, Ginger Faye Read, subject to the husband having visitation rights every Sunday from 9:00 a.m. to 6:00 p.m. Husband shall give wife 48 hours notice if he wishes

to exercise his visitation privileges. Husband shall pick up said child from wife's home at the specified time and return said child accordingly.

7. Husband shall pay to wife the sum of $300.00 per month as child support for the support and maintenance of said minor child. Payments of $75.00 shall be made weekly. Once the child attains the age of majority, such child support payments shall cease.

8. Husband agrees to pay all costs incurred on behalf of the minor child until she attains the age of majority for doctor, dental or health related expenses, and hereby agrees to hold wife harmless for the payment of such debts.

9. Husband shall be presumed to provide at least fifty-one (51%) percent of the support and maintenance of the minor child of the parties and shall be entitled to claim the child as a dependent for Federal Income Tax purposes.

10. Husband shall pay the Court costs of this cause.

11. Husband and wife agree to execute and deliver to the other party any and all documents that may reasonably be required to accomplish the intention of this Agreement and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of the paragraph, it shall so constitute an actual agreement, assignment and conveyance of rights in such manner and with such force and effect as shall be necessary to effectuate the terms of this Agreement.

12. In consideration of the Agreement, husband and wife hereby release one another and their heirs, executors, administrators and assigns, property and estate, from any and all rights of every kind and character for past and future support and maintenance, homestead rights, dower rights, claims, demands and obligations of every kind and character arising out of or by virtue of the marital relation of the parties,

except as is expressly provided for in this Agreement and each party is forever barred from having any such rights, claim, demand or obligation at any time hereafter for any purpose except that the parties may assert all rights that are given under this Agreement.

It is understood and agreed that this instrument is not an agreement to obtain or not to obtain a divorce nor does it affect in any way the rights of the parties to prosecute his or their suits in the Third Circuit Court or the right of the other party to defend same, but it is simply and solely a property settlement agreement.

IN WITNESS WHEREOF, the parties have set their respective hands the day and date first above written.

/s/ Eleanor Jeanette Read
Eleanor Jeanette Read

/s/ Charles Aubrey Read
Charles Aubrey Read

IT IS FURTHER ORDERED that all costs of this cause shall be paid by the defendant.

This the _____ day of _____, 1979.

JOE C. LOSER, JR.

3/5/79

APPROVED FOR ENTRY:

Glen A. Bodzy
Attorney for Plaintiff

Enter This 5 Day of March, 1979

F. 1.7.6.4.6.

IDENTIF. REFERENCE

BOOK 5403 PAGE 465

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REGISTER
DAVIDSON COUNTY, TENN.

Docket No. 93522 Minute Book 115A Page 138

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* Eleanor Jeanette Read *Plaintiff, and* Charles Aubrey Read *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* 9th *day of* March *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.*

Form #GR-117