3-23-79

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POLLY CHRISTINE LAWSON	]	IN THE FOURTH CIRCUIT COURT
	]	OF
-vs-	]	DAVIDSON COUNTY, TENNESSEE
JAMES LEE LAWSON	]	NO. 91749

Map 61-11 Par 47 JS

FINAL DECREE

This cause came on to be heard on the 6th day of February, 1979 before the Honorable Benson Trimble, Judge, upon the original complaint for separate maintenance filed by the complainant, Polly Christine Lawson, answer and cross-complaint filed by the defendant, James Lee Lawson, motion of the complainant in open court to amend her complaint to request an absolute divorce on the grounds of irreconcilable differences, there being no objection from the defendant, the motion being duly granted, subsequent agreement of the parties to allow this matter to be tried as a non-contested divorce, statement of the term of a property settlement agreement which will be signed by the parties and included in this Final Decree, testimony of the complainant, statement of counsel in open court and from the entire record in this cause. From all of which the Court finds that the parties have suffered irreconcilable differences pursuant to T.C.A. §36-801 et seq., as amended 1977. It is therefore

ORDERED, ADJUDGED AND DECREED by the Court that the cross-complaint for absolute divorce is hereby dismissed.

It is further ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved and the complainant, Polly Christine Lawson, is granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED AND DECREED by the Court that the property settlement agreement signed by the parties is hereby made a part of this Final Decree, as follows:

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court of Davidson County, Tennessee a petition for separate maintenance filed by POLLY CHRISTINE LAWSON, hereinafter referred to as "Wife," against JAMES LEE LAWSON, hereinafter referred to as "Husband," under docket number 91749, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a property settlement agreement and tender same to the Court for

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

approval, and

WHEREAS, these parties have both been advised of their respective rights and responsibilities, one to the other.

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

1. That Wife will proceed to trial to obtain an absolute divorce on the grounds of irreconcilable differences.

2. All right, title and interest which the Husband has in and to the real property of the parties located at 918 Virginia Avenue, Nashville, Davidson County, Tennessee, more fully described as follows:

> Being 3-1/2 feet on the easterly side of Lot No. 24 on the Plan of Maplewood Manor Subdivision as of record in Book 547, page 102, Register's Office for Davidson County, Tennessee.
>
> Said part of said Lot 24 is more particularly described as follows: Beginning at a point in the southerly margin of Virginia Avenue at the intersections of Lots 23 and 24 and running thence southerly with the dividing line between Lots 23 and 24, 120 feet to a point; thence westerly and at right angles 3-1/2 feet to a point; thence northwardly and parallel to the dividing line between Lots 23 and 24, 120 feet to a point in the southerly margin of Virginia Avenue; thence with the southerly margin of Virginia Avenue 3-1/2 feet to the point of beginning.
>
> Being the same property conveyed to James Lee Lawson and wife, Polly Christine Lawson, by deed from J.D. Bloodworth and wife, Mary Elizabeth Bloodworth, of record in Book 2098, Page 113, Register's Office of Davidson County, Tennessee.

is hereby divested out of him and the sole and exclusive ownership in said real property is vested in the Wife, Polly Christine Lawson, in fee simple, absolute ownership, it being her responsibility to pay the balance of mortgage indebtedness thereon, and hold Husband harmless.

3. All right, title and interest which the Husband has in and to the furniture, furnishings and appliances located in the home of the parties is hereby divested out of him and the sole and exclusive ownership of said items of personal property is vested in the Wife.

4. Husband agreed to pay directly to Wife the sum of $225.00 per month as alimony, said payments to begin in the month of March 1979 and to be due and payable on the 9th day of each month and said payments to continue until such time as Wife dies or remarries, whichever is the first event to occur.

5. The 1971 Ford LTD automobile shall be awarded as the exclusive property of the Wife.

6. Husband agrees to pay all outstanding hospital, doctor, medical and dental bills of the parties up to the date of the final hearing.

7. The parties presently have six grave lots located at #18, Garden of Rachel, Woodlawn Cemetery, Thompson Lane, Nashville, Tennessee, and they agree to divide those equally, that is, three lots to Husband and three lots to Wife. The parties also have two vaults at Woodlawn Cemetery and two caskets and two vaults at Forest Lawn Cemetery. Wife is awarded one of the vaults at Woodlawn and one casket and one vault at Forest Lawn as her exclusive property.

8. The $1,000.00 bond at Woodlawn shall be awarded exclusively to the Husband.

9. Husband agrees to pay Wife's solicitor of record, Robert L. Jackson, an attorney fee of $350.00, this being in addition to any and all pendente lite fees heretofore awarded by the Court, said fee to be payable at the rate of $75.00 per month beginning March 1, 1979.

Both parties agree to sign any and all deeds, documents, titles or instruments necessary to carry out the full purpose and intent of this agreement. Both parties acknowledge that they have read this agreement in its entirety prior to the signing hereof and that they have signed same voluntarily.

WITNESS OUR HANDS, this 23 day of Feb, 1979 as to Wife and the _____ day of _____, 1979 as to Husband.

x Polly C Lawson
WIFE

James Lee Lawson
HUSBAND

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 POLLY CHRISTINE LAWSON, who made oath that she executed the foregoing agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 23 day of Feb, 1979.

J. Edwin Yates
NOTARY PUBLIC

My C. E. 1-15-83

STATE OF TENNESSEE

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COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named JAMES LEE LAWSON, who made oath that he executed the foregoing agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 21 day of March, 1979.

Kirk C. White
NOTARY PUBLIC

My C. E. 10-19-81

F-20696
IDENTIF. REFERENCE
MAR 28 12 39 PM '79
FELIX A. WILSON REGISTER
DAVIDSON COUNTY, TENN.

The costs of this cause are taxed against the defendant, James Lee Lawson, for all of which execution may issue, if necessary.

JUDGE

APPROVED:

Robert L. Archer
Attorney for Complainant

3-23-79

Kirk C. White
Attorney for Defendant

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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* POLLY CHRISTINE LAWSON *Plaintiff, and* JAMES LEE LAWSON *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* 28th *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 Sue Woods, D. C.