6-26-79
244/275

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Map 83-10
par. 67

MARITA CLAIRE WESTABY,
Plaintiff,

VS.

DANIEL EVAN WESTABY,
Defendant.

NO. 94640

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ORDER

This cause came on to be heard before the Honorable James M. Swiggart, Judge for the Sixth Circuit Court for Davidson County, Tennessee, on March 26, 1979, upon the bill for divorce upon the grounds of irreconcilable differences heretofore filed by the Plaintiff, Marita Claire Westaby.

After testimony of the Plaintiff and her council and after due consideration of the entire record in this matter, the Court was of the opinion that the Plaintiff's bill for divorce upon grounds of irreconcilable differences should be, and the same hereby is, granted and the property settlement heretofore entered into by the parties and incorporated herein below in this Order is in all respects, ratified, confirmed, and approved:

> "WHEREAS, the parties hereto have encountered marital difficulties, apparently irreconcilable in nature; and
>
> WHEREAS, there is now pending an action for absolute divorce between the parties in the Circuit Court of Davidson County, Tennessee; and
>
> WHEREAS, the parties hereto are mutually desirous of adjusting certain property rights between themselves;
>
> NOW THEREFORE, for good and sufficient consideration, the parties hereto mutually agree as follows:
>
> 1. Mrs. Westaby shall be entitled to all of the furniture and appliances in the home of the parties except for one portable black and white television set and one Johnson hi-fidelity AM-FM stereo set, which belonged to Mr. Westaby.
>
> 2. Mrs. Westaby shall be entitled to the 1971 Chevrolet Monte Carlo which is currently titled in her name.

3. Mr. Westaby shall be entitled to the 1975 B-210 Datsun automobile and shall be solely responsible hereafter for the indebtedness on said automobile owing to Commerce Union Bank of Murfreesboro, Tennessee. Mrs. Westaby will execute any documents necessary to transfer sole title to said automobile to Mr. Westaby.

4. The house belonging to the parties and located at 412 Lockland Drive, Nashville, Tennessee, shall be vested in Mrs. Westaby and Mr. Westaby shall relinquish all of his right, title, and interest to said house and property. Mrs. Westaby shall assume and be solely responsible for the mortgage on said property and shall hold Mr. Westaby harmless from any claim arising from ownership in said property.

5. Mrs. Westaby agrees to be solely responsible for making payment on a Master Charge Account with the First American National Bank which is in her name alone, and further responsible for making continued payments to Sears-Roebuck and Company on the installment purchase of a washing machine located in the home.

6. The parties hereby acknowledge that all other furnishings and assets not specifically noted herein which were previously held jointly by the parties hereto have been divided and allocated among the parties to their mutual satisfaction.

It is understood and agreed that these presents contain the entire agreement between the parties hereto and that this agreement or pertinent portions thereof may be incorporated in a decree form should the Court see fit to decree a divorce between the parties.

Nothing herein is intended nor shall be construed as infringing upon the perogative of the Court having jurisdiction of this cause; the sole and only purpose of this agreement being the mutual desire of the parties to make advantageous disposition of their jointly owned personalty and realty."

IT IS SO ORDERED, ADJUDGED AND DECREED.

Enter this 26th day of March, 1979.

JUDGE

APPROVED FOR ENTRY:

GRACEY, MADDIN, COWAN & BIRD

BY: _____
James E. Maurer
Attorney for the Plaintiff

cc: Mr. Daniel Evan Westaby
4568 Jason Drive
Fort Wayne, Indiana 46815

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IDENTIF. REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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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* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* MARITA CLAIRE WESTABY *Plaintiff, and* DANIEL EVAN WESTABY *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* 30th *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.*

Form #GR-117