5D-33658

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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TERRY RANDALL WOODALL Plaintiff,	)	
VS.	)	NO. 93387
FRANCES JONES WOODALL Defendant.	)	

ORDER

This cause came on to be heard April 26, 1979, before the Honorable Steven North, Judge of the Fifth Circuit Court for Davidson County, Tennessee, upon testimony of the Plaintiff, Terry Randall Woodall, the record and statement of counsel, from all of which the Court finds that there are irreconcilable differences between the Plaintiff and the Defendant, and that a fair and equitable property settlement agreement has been executed by the Plaintiff and the Defendant; it is therefore,

ORDERED and DECREED, that the Plaintiff, Terry Randall Woodall, be granted an Absolute Divorce from the bonds of matrimony and that the Property Settlement Agreement dated April 26, 1979, between the parties is hereby approved by the Court and made a part of this Order. It is further ORDERED that the costs of this cause shall be taxed equally between the parties.

Approved for Entry this 4 day of May, 1979.

s/ Stephen North
JUDGE

Approved for Entry:

Susan Short
Susan Short
Attorney for Defendant

Approved for Entry:

G. Philip Anderson
G. Philip Anderson
Attorney for Plaintiff

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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TERRY RANDALL WOODALL,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	NO. 93389
	)	
FRANCES JONES WOODALL,	)	
	)	
Defendant.	)	

SETTLEMENT AGREEMENT

This agreement is made between Terry Randall Woodall, hereinafter called Husband, and Frances Jones Woodall, hereinafter called Wife.

WITNESSETH:

WHEREAS, these parties have been married since February 14, 1966; and

WHEREAS, certain differences and difficulties have arisen between the parties and a divorce action in which irreconcilable differences is alleged as a ground has been instituted in the Fifth Circuit Court of Davidson County, Tennessee, and they have no expectation of resuming their marital relationship, and

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

NOW THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. PERSONAL PROPERTY.

   A. The following items shall become the property of Wife and Husband relinquishes all right to and ownership of said property.

      a. Kitchen table and four (4) chairs;

      b. Gold chair which was a birthday gift;

      c. Gold couch from living room;

      d. Early American television.

e. Yellow Hutch;

f. Two tier table;

g. Bedroom suit given to Wife by her parents;

h. Three (3) chrome and glass tables;

i. Little cedar chest;

j. Household pictures;

k. Sovereign House Glassware;

l. Gold dishes presently located in dining room at 84 Benzing Road;

m. Gold dishes presently located in kitchen at 84 Benzing Road;

n. One (1) set of pots and pans;

o. One (1) set of silverware;

p. One-half (1/2) of all Tupperware;

q. Hanging lamp in living room at 84 Benzing Road;

r. Little novelties;

s. Items of personal property including personal clothing, personal jewelry and personal pictures.

B. The remaining items of household furniture and furnishings shall become the property of Husband and Wife relinquishes all right to and ownership of said property.

2. BANK ACCOUNTS. The parties shall keep their respective checking accounts and savings accounts.

3. REAL PROPERTY. A. It is agreed that the house and lot titled in both Husband's and Wife's names shall be vested solely in Husband. Said property is located at 84 Benzing Road and is more specifically described in Book 4335, Page 151 of the Registrar of Deeds Office, Davidson County, Tennessee to wit:

> Land in Davidson County, Tennessee, being Lot No. 76 on the Plan of Antioch Park, Section I, as of record in Book 3600, page 96, Register's Office for said County.
>
> Said Lot No. 76 fronts 69.00 feet on the northwesterly side of Benzing Road and extends back 144.5 feet on the northeasterly line and 157.5 feet on the southwesterly line, to a line in the rear, which measures 101.61 feet.

Being part of the same property conveyed to Smithson Construction Company, a partnership composed of Carl W. Smithson and William H. Smithson, by deed from Consolidated Developments, Inc. of record in Book 4283, page 148, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to all restrictive covenants, easements and set back lines that are applicable to the above described property.

Husband shall assume and pay the mortgage owed on said property which is secured by a Deed of Trust. Wife shall be held forever harmless on said debt.

B. It is agreed that Wife vests all right, title and interest in said property in Husband for and in consideration of the sum of $10,000 cash. Said $10,000 represents Wife's equitable interest in the property and Wife transfers her interest in said property subject to the payment of said $10,000 as set forth more specifically below. Husband and Wife agree that Wife is awarded a judgment for said amount for which execution may issue if Husband fails to comply with the provisions set forth below. Wife shall have a lien against said property as security for payment.

Husband agrees to pay Wife $10,000 in exchange for her interest in said property in 43 monthly installments. The terms of payment are as follows:

Husband shall pay Wife $500 in the month of May 1979, said payment is due in two installments, $250 due May 1, 1979 and $250 due May 15, 1979. Thereafter, Husband shall pay Wife $250 /month for 22 months; the $250 payments are payable in two installments, $125 due on the 15th of each month and $125 due the last day of each month. Thereafter, Husband shall pay Wife $200/month for 20 months; the $200 payments are payable in two installments, $100 due on the 15th of each month and $100 due the last day of each month.

Husband and Wife agree that said debt shall not be dischargeable in bankruptcy and that the debt extinquishes upon the death of Wife.

4. AUTOMOBILES. The 1977 Pontiac Gran Prix which is titled in Husband's name shall be vested solely in the Husband. The 1967 Plymouth Belvedere which is titled in Wife's name shall be vested solely in the Wife.

5. ATTORNEY'S FEES. Husband shall be responsible for paying his attorney's fees.

6. COURT COSTS. Any costs of Court incurred as a result of the pending action for absolute divorce shall be paid by Husband and Wife equally.

7. The parties desire that this Agreement be incorporated as a part of any final decree of divorce that may hereafter be entered in the Fifth Circuit Court of Davidson County, Tennessee, or in any other Court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

8. This Agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those expressly herein set forth.

9. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated, (and that the parties hereto have been represented by their respective attorneys in connection with the negotiation and preparation of this Agreement.) Each party acknowledges that they have read this Agreement, that it is fair and equitable and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

WITNESS our hands on the day and date written below at Nashville, Tennessee.

Terry R Woodall
TERRY RANDALL WOODALL

Frances Jones Woodall
FRANCES JONES WOODALL

Date 4-26-79

Date 4-26-79

G. Philip Anderson
G. PHILIP ANDERSON
Attorney for Terry Randall Woodall

Susan Short
SUSAN SHORT
Attorney for Frances Jones Woodall

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IDENTIF. REFERENCE

JUN 13 2 36 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Minute Book 37 C Page 2300

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 ~~correct transcript~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* TERRY RANDALL WOODALL *Plaintiff, and* FRANCES JONES WOODALL *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* 1st *day of* June *in the year one thousand nine hundred and* seventy-nine *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Lucy Woods, *D. C.*

Form #GR-117