IN THE SIXTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

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BILLY STEVEN JOHNSON)

VS.) NO. 91789

ANITA CURTIS JOHNSON)

FINAL DECREE

This matter came on to be heard on the 28th day of August, 1978, before the Honorable Robert L.Jackson,Special Judge of the Sixth Circuit Court for Davidson County, Tennessee, upon the original complaint, property agreement submitted to the Court, testimony of the complainant and statement of counsel, from all of which the Court is of the opinion that the complainant's ground of irreconcilable differences is sustained, and the property settlement is fair and reasonable and should be approved;

It is, therefore, ORDERED, ADJUDGED AND DECREED that the complainant, Billy Steven Johnson, be granted a divorce and be restored to all the rights and privileges of an unmarried person.

It is further ORDERED that the property agreement be approved and is made the Order of this Court and is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

This agreement is made and entered into at Nashville, Tennessee, on this the _____ day of July, 1978, by and between Anita Curtis Johnson, hereinafter referred to as "wife" and Billy Steven Johnson, hereinafter referred to as "husband".

WITNESSETH:

THAT WHEREAS the parties are man and wife and as a consequence of certain irreconcilable differences that have arisen between the parties, the husband has filed a petition for absolute divorce and whereas the parties are desirous of settling their property rights subject to the approval of the Court:

THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. REAL PROPERTY -- The parties agree that all rights, title and interest in the jointly held real estate located at 4502 Idaho Avenue, Davidson County, Tennessee, and more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 403 and the westerly 10 feet of Lot No. 401 of Block No. 21 on the Plan of Charlotte Park Company's First Addition to Nashville, as of record in Book 57, page 103, Register's Office for said County, as follows:
>
> Said lot and part of said lot adjoin and front together 60 feet on the northerly side of Idaho, formerly 5th Avenue, and run back between parallel lines, 150 feet to an alley.
>
> Being the same property conveyed to N. M. Kelly and wife, A. B. Kelly, by deed from Nellie Mai Todd, of record in Book 3343, page 323, Register's Office for said County.
>
> This conveyance is subject to any and all zoning regulations, building restrictions, and setback lines, if any, and easements and rights-of-way for public utilities applicable to this property; and taxes for the current year which have been prorated and assumed by the Grantees herein.

shall be divested from the wife and shall vest solely in the husband, Billy Steven Johnson.

2. CUSTODY AND CHILD SUPPORT -- The wife shall have sole custody and control of the parties' minor children, to-wit: Virginia Kay Johnson and Bart Steven Johnson. The husband shall pay the sum of $200.00 per month to the wife for the support of the said minor children. The husband shall have reasonable visitation rights.

3. AUTOMOBILES -- The husband shall retain the 1977 Ford pickup truck now titled in his name, and the wife shall be divested of any right, title or interest therein.

4. FURNITURE AND HOUSEHOLD FURNISHINGS -- Each party shall retain the furniture and household furnishings now in their possession, said property having previously been divided.

5. PERSONAL PROPERTY -- Each party shall retain his own personal property including clothing, jewelry and other similar personal items.

6. ATTORNEY'S FEES -- Each party shall be responsible for their own

attorney's fees in this cause. The husband shall pay the Court costs.

BOTH PARTIES understand that this agreement is subject to the approval of the Court in the event a divorce is granted to either party, and, if approved, shall be incorporated into the Final Decree of divorce, should the Court see fit to grant a divorce. Further, this agreement shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might accrue to either in the future. Specifically included in this Agreement are any claims for support, maintenance alimony, attorney's fees, dower, homestead, inheritance or any other interest or demand which might otherwise be asserted by either party against the other or against the property or estate of the other. However, in the event that a divorce is not granted to either party or the parties reconcile, this Agreement shall be of no force and effect. If approved by the Court, the said Agreement is a full, final and complete settlement of the property rights as between the parties and the same is entered into without any collusion between the parties, but solely of their own free will and accord.

/s/ Anita Johnson
WIFE

/s/ Jean M. Martin
WITNESS

/s/ Billy Johnson
HUSBAND

/s/ M. Ransom
WITNESS

The complainant shall pay the costs for which let execution issue if necessary.

This 14th day of Sept, 1978.

Enter This 14th Day of Sept, 1978

Robert L. Jackson
JUDGE

I certify that a copy of the foregoing Final Decree has been mailed to the defendant, Anita Curtis Johnson, this 15th day of September, 1978.

PHILLIP ROBINSON

F 36774

IDENTIF. REFERENCE

JUN 26 2 39 PM '79

FELIX Z. HALLOCK 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 correct transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* BILLY STEVEN JOHNSON *Plaintiff, and* ANITA CURTIS JOHNSON *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* 25th *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 Candy Jennings, *D. C.*