9-8-78
365/1339

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IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Mary Jarrell
5C-11
14

BARBARA MAI SMITH PHILLIPS,	]	
	]	
Plaintiff,	]	
	]	
VS.	]	No. 91381
	]	
JOHN EVERETT PHILLIPS, SR.,	]	
	]	
Defendant.	]	

FINAL DECREE

This cause came on to be heard on the 7th day of September, 1978 before the Honorable Stephen North, Judge upon Complaint for Absolute Divorce, personal service of process, testimony of the Plaintiff, statement of counsel, written property settlement agreement, and the entire record in this cause, from all of which the Court is of the opinion that irreconcilable differences exist between the parties which render further cohabitation impractical and impossible, and the Plaintiff is granted an absolute divorce and restored to all the rights and privileges of an unmarried person; further, that the costs of this cause will be equally divided between the Plaintiff and Defendant, for which execution may issue if necessary; further, that the terms of the property settlement agreement as set out hereinafter are approved by the Court:

1339

MINUTES ON THE 8th DAY OF SEPTEMBER, 1978

IN THE ~~FIRST~~ FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BARBARA MAI SMITH PHILLIPS	]	
	]	
Plaintiff,	]	
	]	
VS.	]	No. 91381
	]	
JOHN EVERETT PHILLIPS, SR.	]	
	]	
Defendant.	]	

PROPERTY SETTLEMENT AGREEMENT

This agreement is made and entered into in Nashville, Tennessee, by and between Barbara Mai Smith Phillips, hereinafter referred to as "Wife" and John Everett Phillips, Sr., hereinafter referred to as "Husband".

WITNESSETH:

That whereas the parties are man and wife, that one (1) child, Gregory DeWayne Phillips, born March 23, 1975, has been born into this marriage and that the wife 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 mutual promises and agreements contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. Wife shall receive full right, title and interest into the house and lot located at 3314 Moorewood Drive, Nashville, Davidson County, Tennessee, more particularly described as follows:

> "Land in Davidson County, Tennessee, being Lot No. 651, on the plan of Parkwood Estates, Section 4, as of Record in Book 3300, Pages 79 and 80, Register's office for said county, to which plan reference is here made for complete description."

2. The parties agree to execute any and all documents necessary to effect the transfers set forth herein.

3. Wife shall receive all household furniture, furnishings and appliances and husband shall pay any outstanding indebtedness against said items and agree to hold wife harmless from the same. There will be no addition to any joint

accounts that are active. Wife agrees to pay the credit obligations to Woolco and Baptist Hospital Credit Union.

4. The custody of the parties minor child shall be joint with wife having full care and control of the child where she shall reside. Husband shall have reasonable visitation privileges.

5. Wife is to receive the 1977 Oldsmobile Cutlass automobile which is encumbered by an obligation to Third National Bank, which obligation wife agrees to pay.

6. Husband is to receive the 1977 Chevrolet Camaro automobile which is encumbered by an obligation with General Motors Acceptance Corporation which husband agrees to pay.

7. Wife will maintain medical insurance for the benefit of the parties' minor child.

8. Husband agrees to keep in full force and effect, a $10,000.00 life insurance policy with the parties' minor child as the beneficiary.

9. Husband agrees to pay directly to Wife, the sum of $100.00 per month as child support, on the first day of each month commencing immediately.

10. Husband agrees to be responsible for the credit obligations growing out of the parties marriage and hold wife harmless from the same, with the exception of the automobile loan to Third National Bank secured by wife's automobile and the Woolco account and Baptist Hospital Credit Union account, which accounts were opened in Wife's name and cosigned by Husband.

11. Wife agrees that should this divorce be granted on the basis of irreconcilable differences with the terms of this agreement being accepted by the Court in settlement of the parties' property and support rights, that she will pay the attorneys fees to her attorney.

12. Husband agrees to pay directly to Wife the sum of $100.00 per month, as alimony to cease upon the death of

either party to this agreement. Wife understands and agrees that this sum must be included in her income for tax purposes.

13. In the event of the death of both parties, they desire that full custody of Gregory Dewayne Phillips be awarded to his grandmother, Beulah J. Phillips, 1368 14th Ave., South, Nashville, Tennessee.

Both parties understand that this agreement is subject to the approval of the Court in the event a divorce is granted to either party. However, in the event the 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 between the parties, and the same is entered into without any collusion between the parties and solely of their own free will and accord.

DATED: July 28, 1978

WITNESS

BARBARA MAI SMITH PHILLIPS

DATED: July 14, 1978

WITNESS

JOHN EVERETT PHILLIPS, SR.

MINUTES ON THIS 8th DAY OF SEPTEMBER 1978

It is therefore, ORDERED, AND ADJUDGED by the Court that the Plaintiff is granted an Absolute Divorce and restored to all the rights and privileges of an unmarried person.

It is therefore, ORDERED, AND ADJUDGED by the Court that the costs of this cause will be equally divided between the Plaintiff and the Defendant, for which execution may issue if necessary.

It is further, ORDERED AND ADJUDGED by the Court that the terms of the property settlement agreement set forth here and above, should be and hereby are approved by the Court.

DATED: 8 September, 1978.

JUDGE

APPROVED FOR ENTRY:

Jude T. Lenahan
Attorney for the Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a copy of the foregoing Final Decree to Mr. John Everett Phillips, Sr., H-1, Mount Hickory Apts., 6535 Premier Drive, Nashville, Tennessee on this 7th day of September, 1978.

Jude T. Lenahan

F-38012

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* ~~xxxxxxxxxxxx~~true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* ~~Barbara Mai Smith Phillips~~ *Plaintiff, and* John Everett Phillips, Sr. *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* 3rd *day of* July *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