4-26-78
1094/2036

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

106-15 7

MITZI GAYLE WILLS)
Plaintiff)
VS.) NO. 89911
STEPHEN ARTHUR WILLS) BOOK 5491 PAGE 799
Defendant)

AMENDED DIVORCE DECREE

This cause came to be heard on this the 28th day of March, 1978, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original complaint for absolute divorce filed by the Plaintiff; the written property settlement agreemtn entered into by and between the parties which agreement was tendered to and approved by the Court; upon the testimony of the Plaintiff in open court and statement of counsel; and, upon the entire record in this cause, from all of which, the Court is of the opinion and finds that the Plaintiff has fully sustained that irreconcilable differences exist between the parties and that an absolute divorce should be granted upon the ground of irreconcilable differences. It is, therefore,

ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore subsisting between the parties be, and the same hereby are, forever and perpetually dissolved and the Plaintiff, Mitzi Gayle Wills be, and she hereby is, awarded an absolute divorce from the Defendant and the parties are restored to all the rights and privileges of unmarried persons. It is, further,

ORDERED, ADJUDGED AND DECREED that the property settlement agreement entered into by and between the parties be, and the same hereby is, approved and in words and figures made part of the Order of this Honorable Court and is incorporated into this final decree, to wit:

It is, further, ORDERED, ADJUDGED AND DECREED that in compliance with the aforesaid property settlement agreement, the title to the realty owned by the parties and located at 74 Scobey Drive, Nashville, Davidson County, Tennessee, be set aside to the Defendant as his sole

and separate property, free from all claims of the Plaintiff, and the title be, and the same hereby is, divested out of the Plaintiff and vested in the Defendant, Stephen Arthur Wills, in fee simple, which property is more particularly described as follows:

> Being Lot No. 91 on the Map of Raymond Heights as of record in Book 1424, page 141, Register's Office for said County.
>
> Said Lot No. 91 fronts 100 feet on the north side of Scoby Drive and runs back between lines, 188.6 feet on the east line and 152.1 feet on the west line to a dead line in the rear on which it measures 107 feet.
>
> Being the same property conveyed to Cecil Glenn Dorris, Jr., and wife, Sarah Pauline Dorris by deed from Robert B. Nixon and wife, Claudia Mai Nixon of record in Book 4538, page 210, Register's Office for Davidson County, Tennessee.

It is, further ORDERED, ADJUDGED AND DECREED that the Defendant pay the costs of this cause, for which execution may issue, if necessary.

JUDGE

APPROVED FOR ENTRY:

HIGGINS & FOSBINDER
Attorneys for Plaintiff

9.26-78

CERTIFICATE OF SERVICE

I certify that I have served this final decree of divorce on the Defendant by mailing him a true and exact copy of same on this 22 day of Sept, 1978.

Attorney for Plaintiff

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MITZI GAYLE WILLS :

VS. : NO. 89911

STEPHEN ARTHUR WILLS :

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PROPERTY SETTLEMENT AGREEMENT

WHEREAS, these parties have suffered certain irreconcilable difficulties in their marriage and are not living together as man and wife and desire to enter into a property settlement agreement and tender same to the Court for approval in the event a divorce is granted.

WHEREAS, both parties are aware of their possessions and obligations one to the other and their legal rights:

NOW THEREFORE, for and in consideration of the terms, covenants and provisions hereinafter set forth, wife and husband agree as follows:

1. Wife shall have the absolute care, custody and control of the minor child of the parties, Christopher Stephen Wills, and husband shall have unlimited visitation rights upon the giving of twenty four hours notice. Neither party shall remove the minor child from the State of Tennessee without notice of both parents.

2. Husband shall pay $20.00 per week as child support so long as said $20.00 is used solely in support of the child.

3. Husband shall retain as his sole and separate property free from all claims of the wife, all furniture, kitchenware, linens and towels. Additionally, husband shall retain all his clothing, ornaments of the person and personal affects.

4. Wife shall retain as her sole and separate property, free from all claims of the husband, her clothing, ornaments of the person, personal effects, plants and flowers, and the portable t.v. Additionally, wife shall retain and assume all payments on her 1976 Chevrolet Malibu automobile.

5. The parties agree that the husband shall have as his sole and separate property, free from all claims of the wife, any and all interest in the real estate owned by the parties and located at 74 Scobey Drive, Nashville, Tennessee. If, however, husband sells said property, the husband agrees to pay the wife one-fourth (1/4) of the net profits from said sale.

6. The parties agree that the wife shall assume and agree to pay her own automobile note, insurance, Caster-Knott charge accounts, credit union note, and any other bills incurred by her subsequent to November 10, 1977, an agrees to hold husband harmless from same. Additionally, the wife agrees to pay her own attorney's fees.

7. The parties agree to sign any and all instruments, documents, titles, covenants, or deeds necessary to carry out the full intent and purpose of this agreement.

The parties acknowledge that they have read this instrument in its' entirety and that each of them has retained a copy thereof, that the agreement is fair and equitable, that they have signed same voluntarily and without duress or coercion, and this agreement supersedes all prior agreements between them.

MITZI GAYLE WILLS

STEPHEN ARTHUR WILLS

WITNESS

WITNESS

F 4956 3

IDENTIF. REFERENCE

AUG 31 2 46 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Docket No. 89911 Minute Book 109C Page 2036

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* Mitzi Gayle Wills *Plaintiff, and* Stephen Arthur Wills *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* 31st *day of* August *in the year one thousand nine hundred and* Seventy-Nine *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Virginia Hutchison, D. C.

Form #GR-117