9-5-79
118C/2278

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 5500 PAGE 102

Map 133.7
Par 62

MERRILL MELVIN MILLER,
Plaintiff

VS.

JO ANN CARTER MILLER,
Defendant

NO. 96409

FINAL DECREE

This cause came on to be heard on the 31st day of August, 1979, before the Honorable Harry S. Lester, Judge of the Second Circuit Court for Davidson County, Tennessee, upon the Complaint filed by Plaintiff and personally served upon Defendant, the property settlement agreement entered into by and between the parties, the testimony of Plaintiff in open Court, the statement of counsel representing Plaintiff, and the entire record in this cause, from all of which it appears to the Court and the Court so finds that irreconcilable differences have arisen between the parties, that Plaintiff should be granted an absolute divorce from Defendant, that the property settlement agreement entered into by and between the parties on the 2nd day of May, 1979, is fair and equitable, is approved by this Court, and will be so incorporated into the final decree, and the Defendant shall pay all costs of this cause.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT, that Plaintiff be and he hereby is awarded an absolute divorce from Defendant and restored to all of the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that the property settlement agreement entered into by and between the parties on May 2, 1979, is hereby approved and is incorporated into this final decree as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is made and executed this 2nd day of May, 1979, by and between Jo Ann Carter Miller, hereinafter called the wife, and Merrill Melvin Miller hereinafter called the husband, both of the County of Davidson, State of Tennessee.

WITNESSETH:

THAT WHEREAS, said parties have heretofore been and now are lawfully married and have no minor children; and

WHEREAS, unhappy differences have arisen between the parties to this agreement and the parties hereto firmly and fully believe that it is necessary for them to live separately and apart; and

WHEREAS, the parties hereto contemplate that a divorce action will be filed; and

WHEREAS, the parties firmly believe that it is to the best interest of all concerned that they forever and perpetually resolve all property rights and all other matters related to the marital relations;

NOW, THEREFORE, said parties, for and in consideration of the acts and things herein respectively agreed to by them to be done and performed, do mutually agree, each with the other as follows:

1. The husband will transfer title of the 1973 Monte Carlo automobile now titled in his name, to the wife as her separate property.
2. The wife will transfer title of the 1976 Datsun pick-up truck now titled in her name, to the husband as his separate property.
3. The house and lot located at 4318 Kenilwood Drive, Nashville, Tennessee 37204, now held as tenants by the entireties, shall become the sole property of the husband, and the wife shall execute an instrument of conveyance to the husband evidencing this transfer; or in the alternative, such transfer shall be effected by appropriate order of Court.
4. The washer and dryer and other kitchen appliances, as well as the kitchen utinsils, glasses, plates, etc. shall become the sole property of the husband.
5. The swimming pool, the color television, the bedroom suite, and the dog shall become the sole property of the husband.
6. The horse, the saddle and the miscellaneous riding equipment shall become the sole property of the wife.
7. The throw rugs and bath towels, etc. shall become the sole property of the husband.
8. The portable black and white television, the sleeper sofa, the chrome glass furniture group, the sewing machine, the iron, and the Elvis Presley memorabilia shall all become the sole property of the wife.
9. The wife agrees to assume sole responsibility for and hold the husband harmless on the note now in her name at the Dayton Telco Federal Credit Union.
10. Any and all keys to the house in the possession of the wife shall be turned over to the husband as soon as possible.
11. The wife will return immediately to the husband the Sears, Roebuck and Co. Credit Card (acct. no. 6 90613 - 70639 7) now in her possession; and in the name of the husband.

12. Each party shall keep as his or her separate property the items of a personal nature not mentioned above, and now in the possession of the respective parties.
13. Any remaining items not hereinabove mentioned shall become the sole and separate property of the husband.
14. The wife will not seek nor be entitled to alimony from her husband.
15. All of the provisions of this agreement may be entered as a part of the final decree for divorce, if and when granted, and shall be enforceable under said decree.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this property settlement agreement in duplicate originals, one of which is retained by each of the parties the day and date first above written.

/s/ Jo Ann C. Miller
WIFE

/s/ Merrill Miller
HUSBAND

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT; that the interest of the Defendant in and to the house and lot located at 4318 Kenilwood Drive, Nashville, Tennessee, now held by the parties as tenants by the entireties, and more fully described as follows:

Land in Davidson County, Tennessee, being Lot No. 67 on the Plan of Southmeade, as of record in Book 1835, pages 118 and 119, Register's Office for said County.

Said Lot No. 67 fronts 148.2 feet on the easterly side of Kenilwood Drive and runs back between lines, 293.1 feet on the northerly line, and 284.8 feet on the southerly line to a dead line in the rear on which it measures 169.8 feet thereon.

Being the same property conveyed to Merrill M. Miller and wife, Jo Ann Carter Miller by deed from John I. Doggett and wife, Jane J. Doggett, of record in Book 4963, page 444, Register's Office for said County.

shall be and same hereby is divested out of the Defendant and vested in the Plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that Defendant should pay all costs of this cause.

For all of which execution may issue, if necessary.

/s/ Harry S. Lester
HARRY S. LESTER, JUDGE
9-5-79

APPROVED FOR ENTRY:

STEPHENSON, LACKEY & WAITE

By: James G. Lackey, III
Attorneys for Plaintiff

IDENTIF. REFERENCE
SEP 18 12 01 PM '79
DAVIDSON COUNTY, TENN.
F. 52502

CERTIFICATE

I certify that on this 5th day of September, 1979, I have served a copy of this Decree on the Defendant by mailing same to her at 1424 Roberts Avenue, Nashville, Tennessee 37206, c/o Mr. and Mrs. Earle S. Carter.

JAMES G. LACKEY, III

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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~~ True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Merrill Melvin Miller *Plaintiff, and* Jo Ann Carter Miller *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* 17th. *day of* September *in the year one thousand nine hundred and* Seventy-Nine *and in the* 204th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Buttray, *D. C.*

Form #GR-117