IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 5501 PAGE 612

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PERRY M. SMITH

Complainant

VS.

MARY KATHERINE HAGAR SMITH

Defendant

No. 89645

FINAL DECREE

This cause came on to be heard on the 10th day of March, 1978, before the Honorable Benson Trimble, Judge, Fourth Circuit Court for Davidson County, Tennessee, upon the original Complaint, of the Defendant having been personally served with process and having failed to answer within the time prescribed by law, upon testimony of the Complainant and upon the entire record in this cause. The Court affirmatively finds that the parties hereto have made adequate and sufficient provisions by written agreement as to the equitable settlement of any and all rights between the parties, and the Court further finds from the testimony of the Complainant and the entire record of this cause that he is entitled to an absolute divorce on the grounds of irreconcilable differences.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court, to-wit:

1. That the Complainant, Perry M. Smith, be and he is hereby awarded and granted an absolute divorce from the Defendant, Mary Katherine Hagar Smith, and the bonds of matrimony heretofore subsisting between the parties are forever dissolved and for naught held, and the parties are restored all the rights and privileges of unmarried persons.

2. That the Property Settlement Agreement heretofore entered into by and between the parties pertaining to the division of the personal property jointly owned by the parties, and the jointly owned real property, said agreement being affirmed by the

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Complainant and the Defendant as evidenced by their signatures thereto, is here and now approved, ratified and confirmed by the Court and is hereby made an Order of this Court. A copy of said Agreement is attached hereto as Exhibit A, and made a part of this Final Decree.

3. The following described property located in Davidson County, Tennessee, and heretofore owned by the parties as tenants by the entirety is hereby divested out of the name of the Defendant, Mary Katherine Hager Smith, and vested in the name of the Complainant, Perry M. Smith, in fee simple to be his absolutely subject to any encumbrances on same which shall be assumed by the Complainant, Perry M. Smith, said property being more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 95 on the Map of Merry Oaks, as of record in Book 1835, pages 67 and 68, Register's Office for said County.
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> Said Lot No. 95 fronts 105 feet on the north side of Fairway Drive and runs back between lines 168.9 feet on the west line and 165.7 feet on the east line to a dead line in the rear on which it measures 94.2 feet
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> Being the same property conveyed to Perry M. Smith and wife, Katherine H. Smith, by deed from Robert E. Emrick and wife, Jane O. Emrick.

4. That the Defendant, Mary Katherine Hager Smith, be and is hereby ordered to pay into the office of the Circuit Court Clerk for Davidson County, Tennessee, the sum of Five and No/100 ($5.00) Dollars per week plus Clerk's fee, which sum shall represent child support for the health, care, welfare and maintenance of the parties' minor children, Terry Smith and Tracy Smith, beginning March 24, 1978 and continuing until such time as the youngest minor child has reached her majority or become meancipated; and such sums as are collected by the Clerk shall, by agreement of the Complainant, be held for the said minor children as a trust; and upon the eledes minor child

reaching his legal age or otherwise becoming emancipated, the Circuit Court Clerk shall distribute one-half (1/2) of the proceeds then remaining in trust direct to the eldest minor child, Terry Smith, and upon the youngest minor child reaching her legal age or becoming emancipated, the Clerk shall pay direct to said youngest minor child, Tracy Smith, all remaining sums in the hands of the Circuit Court Clerk. Irrespective of the above, Complainant, Perry M. Smith, may upon motion be granted such sums as necessary from the said trust for the health, care, welfare and maintenance of either or both of the said minor children.

5. That the Complainant be and is required to pay the costs of this cause, for which execution will issue if necessary.

This the 28 day of March, 1978.

Benson Trimble, Judge

APPROVED FOR ENTRY:

STEWART, BLACK, AYERS, BUCHANAN & MATHIESEN

By: _____
Homer R. Ayers
Attorney for Complainant

CERTIFICATE

It is hereby certified that a true and exact copy of the foregoing Final Decree has been mailed to the Defendant at her last known address, this 23rd day of _____, 1978.

Homer R. Ayers

EXHIBIT A

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT entered into this the 1st day of November, 1977, by and between PERRY M. SMITH, hereinafter referred to as "HUSBAND" and MARY KATHERINE HAGAR SMITH, hereinafter referred to as "WIFE";

W I T N E S S E T H:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the Circuit Court of Davidson County, Tennessee, a suit for divorce styled Perry W. Smith, Complainant vs. Mary Katherine Hagar Smith, Defendant, bearing Docket No. 89645; and

WHEREAS, the parties desire to agree upon and fix their rights and duties respecting their respective estates and all other matters concerning their respective rights and duties by reason of the marital relationship.

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights and questions and all matters arising by reason of the marital relationship and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

1. HUSBAND shall have the care, custody and control of the parties minor children, Terry Smith and Tracy Smith, until such time as the said minor children have attained their legal age or become emancipated, and that the HUSBAND shall be solely responsible for the health, care, welfare and maintenance of the said minor children during such period.

2. That the HUSBAND shall claim the said minor children on all income tax filings.

3. That upon a final divorce, all right, title and interest which the WIFE may have in and to certain property located at 254 Fairway Drive, Donelson, Tennessee, shall be divested out of WIFE and vested in HUSBAND to be his absolutely, subject to any mortgages or encumbrances on same. It is provided, however, that in the event HUSBAND shall ever sell the property at 254 Fairway Drive, Donelson, Tennessee, then and in such event, HUSBAND shall

pay to WIFE one-half of the value of equity in the said property at the time of sale, but in no event shall this provision serve to restrict or encumber the free use or sale of the said property by HUSBAND.

4. The parties own various vehicles in their joint or separate names. The 1973 Ford F-100 truck and the 1973 Ford LTD shall be vested in HUSBAND subject to any chattel mortgages or encumbrances on same. The 1965 Mustang and the 1960 Nash Rambler, both of which are free and unencumbered shall be vested and fixed in WIFE. The 1969 Mercury Cougar, which is free and unencumbered has already been vested and fixed in the parties' son, Terry W. Smith, and the ownership of the said vehicle shall be vested and fixed in Terry W. Smith, to be his absolutely. As concerns the 1965 Mustang automobile, HUSBAND shall pay the automobile liability insurance premiums for said automobile for a period of six (6) months from date and will also provide for licensing of said automobile for the year 1977. Otherwise, each party shall be solely responsible for insurance, maintenance and upkeep on his or her respective vehicle.

5. All household goods, furniture, fixtures, appliances, tools and equipment located at the parties' homeplace at 254 Fairway Drive, Donelson, Tennessee, shall be vested and fixed in HUSBAND, except for certain antique items and other items of personal property which the parties have agreed upon as being the property of WIFE. HUSBAND shall pay the balance of any chattel mortgage or encumbrance upon any household goods, furniture, fixtures, tools, equipment, appliances or other property.

6. The parties presently have a checking account at the Third National Bank, Donelson Branch, Nashville, Tennessee. All bills and expenses for November, 1977 shall be paid from the checking account with any overage to be divided equally between HUSBAND and WIFE.

7. HUSBAND shall pay all medical expenses incurred by WIFE for her health care for a period of ninety (90) days after the date of the final divorce hearing. After such period, WIFE shall be solely and fully responsible for all medical or health care expenses incurred on her behalf.

8. Any savings account, retirement plan or accounts, stocks, bonds or securities shall, upon the final hearing of this cause, become the sole property of HUSBAND.

9. For the care and support of WIFE, HUSBAND shall pay direct to WIFE the sum of Two Hundred Fifty and No/100 ($250.00) Dollars per month for a period of 12 months, beginning December 1, 1977.

10. John Hancock Insurance Company has issued certain insurance policies on the life of the parties, the premiums on said policies being paid through December, 1977. Ownership and control of two of the said policies in the name of HUSBAND in the respective face amounts of $3,000 and $1,000 shall be the sole property of HUSBAND. Sole ownership and control of the policy in the face amount of $3,000 shall be the sole property of WIFE. HUSBAND shall be responsible for the payment of the premium for WIFE's policy for the period from January 1, 1978 through December 31, 1978. All premium payments on said policy after December 31, 1978 shall be the sole obligation of WIFE.

11. The parties hereto agree and acknowledge that this Agreement is entered into by each of them with full knowledge on the part of each of them of the extent and probate value of all property and estate of the parties jointly and personally, and each of the parties hereby forever releases and surrenders all of his or her right, title and interest, marital or otherwise, in and to all of the estate whether real, personal, intangible, or mixed, now owned or hereinafter acquired of or by the other party, except as he or she may be bound by the promises and covenants contained in this Agreement.

12. The parties agree that this Agreement, subject to Court approval, shall be incorporated in and made a part of any decree of divorce which may be entered hereafter.

WITNESS HWEREOF, the parties hereto have set their signatures this the 1st day of November, 1977.

WITNESS

Perry M. Smith
PERRY M. SMITH HUSBAND

WITNESS

Mary Katherine Hagar Smith
MARY KATHERINE HAGAR SMITH WIFE

F.53060 RUSH IDENTIFICATION REFERENCE

SEP 20 9 43 AM '79

FEE $ REGISTER DAVIDSON COUNTY, TENN.

107C/2148

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* Perry M. Smith *Plaintiff, and* Mary Katherine Hagar Smith *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* 20th. *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. Buttrey, *D. C.*

Form #GR-117

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