8-15-79
24c/2187

IN THE SIXTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

Map 104-10
Par 45 Js

MICHAEL WAYNE CLINTON)
)
VS.) NO. 95878
)
REBECCA O'SHEA MILLIKEN CLINTON)

FINAL DECREE

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This cause came on to be heard this 15th day of August, 1979, before the Honorable James Swiggart, Judge of the Sixth Circuit Court for Davidson County, Tennessee, upon the Complaint heretofore filed on behalf of Michael Wayne Clinton for Divorce alleging irreconciliable differences, witnesses examined in open Court in the entire record in this cause. From all of which, the Court was of the opinion that the relief sought should be granted.

It is therefore ORDERED, ADJUDGED, and DECREED that the bonds of matrimony heretofore existing between the parties be and the same are hereby perpeutally dissolved and that both parties be restored to all the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED, and DECREED that the parties Settlement Agreement, heretofore entered into by and between the parties, be in the same and is hereby incorporated and made a part of this Final Decree.

PROPERTY SETTLEMENT AGREEMENT

"THIS AGREEMENT, make and entered into on this _____ day of _____, 1979, by and between MICHAEL WAYNE CLINTON, hereinafter referred to as Husband, and RECEBBA O'SHEA MILLIKEN CLINTON, hereinafter referred to as Wife:

W I T N E S S E T H:

" WHEREAS, the parties hereto have encountered marital difficulties which are apparently irreconciliable; and

"WHEREAS, Husband has filed a Petition for Absolute Divorce in the Circuit Court of Davidson County, Tennessee, and

"WHEREAS, the parties hereto are mutually desirous of adjusting certain property rights between themselves;

"NOW, THEREFORE, for good and sufficient consideration, the parties hereto agree as follows:

"1. The Wife shall have the exclusive care, custody and control of the minor child of the parties, to wit: Ashley O'Shea Clinton, with visitation rights vested in the Husband as follows: Every third weekend, one night each week that is mutually agreeable to both parties and one-half day on Christmas and Christmas night.

"2. The Husband shall pay to the Wife, as child support, the sum of $250.00 per month until such time as the minor child of the parties is in school at which time the Husband shall pay the sum of $350.00 per month. The Husband shall be responsible for all of the college expenses of the parties' child.

"3. All right, title and interest the Husband may have in and to the homeplace of the parties located at 3513 Byron Avenue, Nashville, Davidson County, Tennessee, and more particularly described as follows:

> "LAND in Davidson County, Tennessee, being Lot No. 8 on the Plan of Elmington Place, as of record in Book 547, page 59, Register's Office for said County.
>
> SAID Lot No. 8 fronts 50 feet on the southerly side of Byron Avenue and runs back between lines, 175 feet 6 inches on the westerly line and 183 feet 4 inches on the easterly line to a dead line in the rear on which it measures 50 feet 10 inches.
>
> BEING the same property conveyed to Micheal W. Clinton and wife, Rebecca Clinton, by deed from Robert T. Witherspoon and wife, Alleyne Witherspoon, of record in Book 4680, page 19, Register's Office for Davidson County, Tenn.

shall be divested out of the Husband, Michael Wayne Clinton, and vested in the Wife, Rebecca O'Shea Milliken Clinton, in fee.

The Wife shall be responsible for the mortgage on said property at Guaranty Mortgage Company.

"4. The Husband shall receive the following furniture from the homeplace: two love seats, wicker headboard and two wicker chairs, antique hutch, stereo unit, Queen Anne desk and R.C.A. console television. The Wife shall receive the remaining furniture and furnishings located in the homeplace.

"5. The Wife shall receive all right, title and interest in the 1973 Mercury automobile of the parties.

"6. The Husband shall receive all right, title and interest in the 1974 Ford Mustang automobile of the parties and the Wife will execute any and all papers necessary to effect said transfer.

"7. The Husband shall be responsible for the following debts of the parties: personal loan to J. C. Clinton, American Express, Visa and Western Auto and the Husband will hold the Wife harmless on said debts.

"8. The Wife shall be responsible for the following debts of the parties: Cain Sloan, Penneys, Sears, personal loan at First American National Bank in the amounts of $10,914.15 (Accounty No. 27034934) and $500.00 (Account No. 416-911-4) and the personal loan at Third National Bank in the amount of $4,237.97 (Account No. 9-900-748831). The Wife will hold the Husband harmless on the debts set out in this paragraph.

"IN WITNESS WHEREOF, the parties have executed this Agreement on the day and date above written."

It is further ORDERED, ADJUDGED, and DECREED that Michael Wayne Clinton shall pay the cost of this cause for which execution may issue if necessary.

Enter This 15th Day of Aug, 1979

JUDGE JAMES SWIGGART

SAM E. WALLACE
Attorney for Complainant

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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* ~~correct transcript~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Michael Wayne Clinton *Plaintiff, and* Rebecca O'Shea Milliken Clinton *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* 11th *day of* Oct *in the year one thousand nine hundred and* 79 *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L Dyer, *D. C.*

Form #GR-117