118A/76

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JAMES BARRY CLOYD,	)	84-12-40
	)	
Plaintiff,	)	96-5-128
	)	J.B.
VS.	)	NO. 94395
	)	
RACHEL HEWITT CLOYD,	)	BOOK 5514 PAGE 682
	)	
Defendant.	)	

FINAL DECREE

This cause came on to be heard on the 11th day of May, 1979, before the Honorable Harry S. Lester, Judge of the Second Circuit Court for Davidson County, Tennessee, upon the plaintiff's petition for an absolute divorce, the property settlement agreement of the parties, the testimony of the plaintiff, the statement of counsel and upon the entire record in this cause, from all of which the Court is of the opinion that the plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the plaintiff, James Barry Cloyd, shall be granted an absolute divorce from the defendant, Rachel Hewitt Cloyd, and that he be restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties have entered into a property settlement agreement to wit:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this the 21st day of November, 1978, by and between JAMES BARRY CLOYD and RACHEL HEWITT CLOYD.

W I T N E S S E T H :

WHEREAS, the parties were lawfully married on May 15, 1943, in Franklin, Kentucky, and all the children that have been born of this marriage have now reached majority; and

WHEREAS, certain differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as man and wife and they are now living separate and apart from each other; and

WHEREAS, it is the desire of both parties finally and for all time to determine and settle their property rights, and all other rights of whatever description existing between the parties growing out of the marital relationship;

NOW THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. James Barry Cloyd shall pay to Rachel Hewitt Cloyd the sum of Twenty-five Hundred Dollars ($2,500) as alimony in solido.

2. Rachel Hewitt Cloyd shall receive all right, title, equity and interest in the house and lot located at 207 Donelson Pike, Nashville, Tennessee, which is more fully described as follows:

> Being the southerly 68 feet of Lot No. 8 on the Map of Colonial Village of record in Book 1424, page 58, Register's Office for Davidson County, Tennessee.
>
> Said southerly 68 feet on said Lot No. 8 fronts 68 feet on the easterly side of Donelson Pike and runs back between parallel lines 214.41 feet on the southerly side and 209 feet, more or less, on the property line to a dead line measuring 68 feet thereon.

3. Rachel Hewitt Cloyd shall receive all right, title, equity and interest in the house and lot located at 3114 Knobdale Road, Nashville, Tennessee, which is more fully described as follows:

> Being Lot No. 2 on the Plan of Lincoya Hills, as of record in Book 1835, page 91, Register's Office for said County.
>
> Said Lot No. 2 fronts 165 feet on the east side of Knobdale Road, and runs back 300.7 feet on the north line and 200 feet on the south line, to a broken line in the rear, measuring 211.2 feet thereon.

4. James Barry Cloyd shall be entitled to all right, title, equity and interest in the house and lot located at 5165 Old Hickory, Hermitage, Tennessee, which is more fully described as follows:

> Land in the 4th Civil District of Davidson County, Tennessee, described according to a survey made by Ralph W. C. Lambert, Surveyor, September 17, 1960, as follows:
>
> Beginning at a spike in the center of Old Hickory Boulevard at a point opposite the southeast corner of the property conveyed to Felix R. Hoots and wife, by deed from C. O. Brown and wife, of record in Book 2346, page 299, Register's Office for said County; thence north 77 deg. 30' west 25 feet to said Hoots' southeast corner and continuing in the same direction with said Hoots southerly line, in all 851.8 feet to an iron pin in the easterly line of Pride's property, said line also being the westerly line of the property conveyed to John H. Baker by deed from Daniel R. Baker, of record in Book 44, page 65, said Register's Office; thence with said Pride's easterly line south 22 deg. west 1047.5 feet more or less, to an iron pin at an inner corner of said Pride's property also being the southwest corner of said John H. Baker's property; thence with said Pride's line, being said John H. Baker's southwesterly line south 40 deg. east 231 feet to an iron pin in the westerly line of the property conveyed to Roy Eakes and wife, by deed from Dick Lindsey, County Court Clerk, of record in Book 966, page 62, said Register's Office; thence with said Eake's westerly line north 47 deg. 45' east 381 feet to an iron pin

at said Eakes's northwest corner; thence with said Eakes' northerly line south 58 deg. 30' east 661 feet to a spike in the center of Old Hickory Boulevard; thence with the center of said Boulevard north 12 deg. 30' east 1066 feet to the beginning, containing 21.35 acres, more or less.

5. James Barry Cloyd shall be entitled to all right, title, equity and interest in the house and lot located at 222 Avalon Avenue, Fort Lauderdale, Florida, which is more fully described as follows:

Lot 1 in Block 25 of SILVER SHORES SECTION OF LAUDERDALE BY THE SEA, UNIT "B", according to the Plat thereof, recorded in Plat Book 31, at Page 3, of the Public Records of Broward County, Florida.

6. The parties agree that Rachel Hewitt Cloyd shall be entitled to all right, title, equity and interest in the household furniture and furnishings located at 3114 Knobdale Road, Donelson, Tennessee, with the exception of the grandfather clock and the shotgun.

7. The parties agree that James Barry Cloyd shall be entitled to all right, title, equity and interest in the household furniture and furnishings located at 5165 Old Hickory Boulevard, Hermitage, Tennessee.

8. The parties agree that James Barry Cloyd shall be entitled to all right, title, equity and interest in the household furniture and furnishings located at 222 Avalon Avenue, Fort Lauderdale, Florida.

9. James Barry Cloyd shall be responsible for paying the Fifteen Hundred Dollar ($1,500) mortgage with Commerce Union Bank which is a lien on the property at 3114 Knobdale Road when it becomes due.

10. It is agreed that the costs of this cause shall be paid by James Barry Cloyd.

11. It is mutually understood and agreed to by and between the parties hereto that this is a complete and final Property Settlement Agreement between them, that in the event a divorce is granted, neither of them will hereafter have any property claims whatsoever against the other.

IN WITNESS WHEREOF, the parties hereto have set their signatures, on this the 21st day of November, 1978.

/s/ James Barry Cloyd
JAMES BARRY CLOYD

Sworn to and subscribed before me
this 21st day of November, 1978.

/s/
NOTARY PUBLIC

My Commission Expires: _____

/s/ Rachel Hewitt Cloyd
RACHEL HEWITT CLOYD

Sworn to and subscribed before me
this 21st day of November, 1978.

/s/
NOTARY PUBLIC

My Commission Expires: _____

And, it appearing to the satisfaction of the Court that the aforesaid property settlement agreement is fair to all the parties concerned, IT IS, THEREFORE, accordingly made an ORDER and JUDGMENT of this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be assessed against the plaintiff for which execution may issue if necessary.

ENTER this 14 day of May, 1979.

HARRY S. LESTER, JUDGE

APPROVED FOR ENTRY:

WILLIAM B. BRUCE
Attorney for Plaintiff
2108 Parkway Towers
Nashville, TN 37219
Phone: 244-7706

FILED
OCT 16 12 38 PM '79
FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.
IDENTIF. REFERENCE
F.5.7.8.6.0

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to the defendant, Rachel H. Cloyd at 3114 Knobdale Road, Donelson, TN 37214 on this the 14th day of May, 1979.

WILLIAM B. BRUCE

Docket No. 94395 Minute Book 118A / 764

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* JAMES BARRY CLOYD *Plaintiff, and* RACHEL HEWITT CLOYD *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* 16th *day of* October *in the year one thousand nine hundred and* seventy-nine *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*