4-26-77
11AA/497

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

VINA FAE CROSS

VS.

HAROLD FRANKLIN CROSS

Map 133-3
Par 103 Is

NO. 83752

BOOK 5519 PAGE 775

DIVORCE DECREE

This cause came on to be heard before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original bill of divorce heretofore filed, amended complaint, interrogatories and the entire record, and it appears to the satisfaction of the Court that the complainant has made out her cause, to wit: i.e., that the parties have such irreconcilable differences that a divorce should be granted. It further appears that the parties have entered into a property settlement agreement, which is as follows:

PROPERTY SETTLEMENT AGREEMENT

It appears that there is presently pending in the Circuit Court of Davidson County, Tennessee, a bill of divorce entitled Vina Fae Cross vs. Harold Franklin Cross, same being Docket Number 83752, and a cross-action of divorce, Harold Franklin Cross vs. Vina Fae Cross, and it appears that there is no hope for a reconciliation by and between the parties and the parties desire to reduce to writing an agreement disposing of any and all claims or rights which either may have to the property of the other and that if a divorce is granted this property settlement agreement be made a part of the final divorce decree.

1. The husband, Harold Franklin Cross, will take all necessary steps to insure that the wife, Vina Fae Cross, is covered in his present hospitalization plan with the L & N Railroad, and that in the event dispute should arise or question should come about as to the coverage, the Court will decide the liabilities of the parties in regard to the hospitalization policies.

2. That the wife is to receive all furniture and personal property located in the home at 3305 Mimosa Drive, with the exception of some personal miscellaneous mementos of the husband.

3. That the wife is to receive the 1976 Lincoln Continental, to assume all indebtedness thereon, and that she is to hold Harold Franklin Cross harmless from any and all payments due thereon.

4. That the wife is to be paid by the husband the sum of $400.00 per month until such time as the obligation now existing on the 1976 Lincoln is paid, and at that time, the husband's payments to the wife are to be reduced to $300.00 per month, same to be paid until her death or remarriage, and that this is to be considered alimony in futuro.

5. That the wife, Vina Fae Cross, is to receive the real property located at 3305 Mimosa Drive, and which is legally described as follows:

> Land in Davidson County, Tennessee, being Lot No. 17, Section 1, of the subdivision of Glencoe Acres, a plan of which is recorded in Book 1835, pages 136, 137, and 138, Register's Office for Davidson County, Tennessee, more particularly described as follows:
>
> Lot No. 17 fronts 90 feet on the westerly side of Mimosa Drive and extends back between parallel lines 177.4 feet on the southerly side and 167.7 feet on the northerly side to a dead line in the rear on which it measures 90.7 feet.

and the wife is to pay or assume the obligations on this property and hold the husband harmless from any payment thereon. The husband, Harold Franklin Cross, is awarded a lien against said property in the amount of $12,000.00. Said lien is interest free. Said lien will be paid in full by wife to the husband, Harold Franklin Cross, on or before fifteen (15) years from the date of the final divorce decree, or upon the remarriage of the wife, or in the event that the property is sold prior to the fifteen (15) years. Husband will sign a quitclaim deed, quitclaiming any and all rights, titles and interests he has in the property as described above, and the wife will sign a deed of trust creating the lien in favor of husband as set forth hereinabove.

6. The husband is to leave his life insurance beneficiaries as they now exist and which are made to the children.

7. The husband is to pay to Luther E. Cantrell, Jr., the sum of $500.00 as his attorney's fees and that this amount is to be paid on or before March 1, 1979.

This property settlement agreement has been entered into voluntarily by and between the husband and wife after freely and fully discussing the matter with their attorneys, and that it is a full property settlement agreement, disposing of all the rights and claims each of the parties have against the other and that upon signing same, the wife will amend her complaint to allege irreconcilable differences and will obtain a noncontested divorce on those grounds and the cross-action of the husband against the wife will be dismissed.

Signed at Nashville, Tennessee, this 11th day of ~~March~~ April, 1979.

LUTHER E. CANTRELL, JR., WITNESS

Vina Fae Cross
VINA FAE CROSS

JACK NORMAN, JR., WITNESS

HAROLD FRANKLIN CROSS

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing and subsisting between the complainant, Vina Fae Cross, and the defendant, Harold Franklin Cross, are here and now and forever perpetually dissolved, and the

parties are awarded an absolute divorce on the grounds of irreconcilable differences.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the property settlement agreement heretofore signed and entered into and which is heretofore set out in this decree is made a part and parcel of this divorce decree, same is incorporated in this order and made a judgment of the Court and judgment in the amount of $500.00 as attorney's fees is awarded to Luther E. Cantrell, Jr., and execution on said judgment be stayed until March 1, 1979.

The defendant, Harold Franklin Cross, will pay the costs of this cause for which execution will issue.

Entered this 26 day of ~~March~~ April, 1979.

JUDGE

Vina Fae Cross
VINA FAE CROSS

LUTHER E. CANTRELL, JR.
Attorney for Vina Fae Cross

HAROLD FRANKLIN CROSS

JACK NORMAN, JR.
Attorney for Harold Franklin Cross

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.
OCT 25 3 23 PM '79

IDENTIF. REFERENCE

F. 59688

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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* True Copy ~~correct transcript~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Vina Fae Cross *Plaintiff, and* Harold Franklin Cross *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* 25th *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 Virginia Hutchison, D. C.