IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

BOOK 5539 PAGE 740

DEANNA FAYE SMITH)
)
VS.) No. 92285
)
CHARLES WILLIAM SMITH, JR.)

Map 118-13
Par 144 Ts

FINAL DECREE

This cause came on to be heard this 16th day of March, 1979, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original complaint filed by the complainant herein, Deanna Faye Smith, personal service of process upon the defendant, Charles William Smith, Jr., with the parties having reached a property settlement and custody agreement in this matter, and with the cause proceeding to trial as an uncontested matter upon the grounds of irreconcilable differences, and upon the record herein, the Court is of the opinion and finds as follows:

That from the proof presented herein, it appears to the Court that the parties have marital differences which cannot be reconciled;

It is therefore ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing by and between the parties should be and they are hereby dissolved and the complainant Deanna Faye Smith, is hereby awarded an absolute divorce from the defendant, Charles William Smith, Jr., upon the grounds of irreconcilable differences, and she is hereby restored to all the rights and privileges of an unmarried person. It further appears that the parties have entered into the following property settlement agreement which is incorporated herein and made a part herein and made a part hereof:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into in Nashville, Tennessee, on the ____day of _____, 1978, by and between Deanna Faye Smith, hereinafter referred to as "wife",

and Charles William Smith, Jr., hereinafter referred to as "husband".

WITNESSETH:

WHEREAS, the parties are man and wife and as a consequence of certain irreconcilable differences that have arisen between the parties, the wife has filed a petition for absolute divorce; and

WHEREAS, the parties are desirous of settling the property rights subject to approval of the Court, therefore, for and in consideration of the mutual promises and agreements contained herein, the parties heretofore agree, covenant and bind themselves as follows:

1. Children. The wife is to have the care, custody and control of the minor children of the parties, to wit: Shannan Ladawn, age eight years, and Megan Elissa, age six years, with reasonable right of visitation vested in the husband. Husband will have the right of visitation with the minor children for two consecutive weeks during the summer vacation period.

Husband will pay to wife Three Hundred Dollars ($300.00) per month as child support ($150.00 per child). As additional child support, husband will pay to wife Twenty Per Cent (20%) of any commissions and/or bonuses, not to exceed Four Thousand Dollars ($4,000.00) per year, which support would continue after the children obtain their majority, should either of the children desire to continue with their higher education. The husband will continue to carry the minor children on his health insurance plan and will pay one-half of any uninsured medical or dental expenses for the minor children. The minor children will be names as beneficiaries on any and all life insurance policies which the husband has at his place of employment or elsewhere. In the event of the husband's death before the minor children reach their majority, the life insurance benefits will be placed in trust for the minor children, with the wife, Deanna Faye Smith, to serve as trustee for the fund.

2. Property. The wife will be granted all right, title and interest in and to the home of the parties located at 950 Caldwell Lane, Nashville, Davidson County, Tennessee. The husband will be responsible for the IRS Tax Lien on said home in the approximate amount of Eight Thousand Dollars ($8,000.00), and the wife will be held blameless for same. The wife is to receive the furniture and household furnishings presently located in the home. Husband will receive all furniture and furnishings which are presently in his possession.

The wife is to have all right, title and interest in and to the 1976 Chevrolet Monte Carlo automobile now in her possession. The husband will have all right, title and interest in and to the 1977 Chevrolet Nova automobile now in his possession. Each party will execute any and all documents necessary for any transfer of title that may be required on said automobiles.

The wife will receive all right, title and interest in and to the four (4) cemetary plots purchased by her at Harpeth Hills Memorial Gardens.

I.R.S. TN TY-1 D 1979

The husband will be held responsible for the following outstanding debts of the parties, and the wife will be held blameless therefrom: Medic-Count, Sears, Sullivans, J. C. Penney Company, Woolco, Sterchi's Furniture (Nolensville Road Store), his car insurance, and a promissory note issued to Associates Finance Company and signed by J. B. Hill, which note has a balance of approximately Two Thousand, Two Hundred Dollars ($2,200.00).

The wife will be held responsible for the following outstanding debts of the parties, and the husband will be held blameless therefrom: La-Z-Boy Furniture, Sterchi's Furniture (Madison Store), and Castner Knott's Company.

Any joint checking account or joint savings account shall be divided equally between the parties. Any checking or savings account held exclusively in the name of either party shall be determined to be the property of that party in whose name any such account is maintained.

Each party will be responsible for their respective attorney's fees.

/s/ DEANNA FAYE SMITH

/s/ WITNESS

/s/ CHARLES WILLIAM SMITH, JR.

/s/ WITNESS

The property of the parties described hereinabove, located at 950 Caldwell Lane, Nashville, Tennessee, is hereby awarded to the wife, Deanna Faye Smith, free and clear of any right, title and interest the husband may have therein, and is more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 19 on the Plan of Lipscomb Heights, as of record in Book 2083 page 61, Register's Office for said County.

Said Lot No. 19 fronts 100 feet on the southerly side of Caldwell Lane and extends back 235 feet on the easterly line and 235 feet on the westerly line to a dead line measuring 100 feet thereon.

Being the same property conveyed to Charles W. Smith, Jr. and wife, Deanna Faye Smith, by deed from John W. Leggett, Jr. and wife, Ella W. Leggett, of record in Book 4797, page 522, Register's Office for Davidson County, Tennessee.

The above agreement which the Court finds to be fair and reasonable is hereby made the order of the Court.

The complainant, Charles William Smith, Jr., will pay the cost of the cause, for which let execution issue if necessary.

This 23 day of April, 1979.

JUDGE

9851 12/05 12.00- CASH

F 66581

RUSH

IDENTIF. REFERENCE

BOOK 5539 PAGE 743

DEC 5 1 34 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

INB. 112A/323

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* Deoma Faye Smith *Plaintiff, and* Charles William Smith Jr. *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* 5th *day of* Dec. *in the year one thousand nine hundred and* 79 *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L Oyer, *D. C.*

Form #GR-117