115 P 1188

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MILTON WAYNE ELROD	*	BOOK 5573 PAGE 807
VS.	*	No. 98587
TERESA CAROL ELROD	*	

FINAL DECREE

This cause came on to be heard on this the 28th day of January, 1980, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee upon the complaint filed by the plaintiff, the default judgment duly entered, testimony of witnesses in open court, from all of which it appears to the court that there are irreconcilable differences between the parties.

It is therefore, ORDERED, ADJUDGED AND DECREED by the court that the plaintiff be, and he is hereby, awarded an absolute divorce from the defendant, restoring him to all the rights and privileges of an unmarried person.

It further appears to the court that the parties have enetered into a Propery Settlement-Custody Agreement which is as follows:

PROPERTY SETTLEMENT-CUSTODY AGREEMENT

This agreement made and entered into on this the 9th day of January, 1980, by and between MILTON WAYNE ELROD, hereinafter referred to as "HUSBAND", and TERESA CAROL ELROD, hereinafter referred to as "WIFE".

W I T N E S S E T H:

WHEREAS, unhappy differences have arisen between the parties and HUSBAND filed a suit for divorce on October 31, 1979 in the Fourth Circuit Court of Davidson County, Tennessee, same being rule no. 98587;

WHEREAS, the parties are desirous of settling all matters of controversy in said suit concerning alimony and a division of property and child custody, because the differences between the parties are irreconcilable; and

NOW, THEREFORE, the parties agree as follows:

1. WIFE shall have as her sole and separate property all of her personal possessions and belongings now in her possession.

2. HUSBAND shall have as his sole and separate property all of his personal possessions and belongings now in his possession.

3. The parties have agreed to divide the furniture and WIFE shall have the stove, waterbed, chest of drawers, rocking chair, and the table and chairs.

4. HUSBAND shall pay WIFE $1,000.00 at the rate of $100.00 per month for 10 months, beginning thirty (30) days after the final decree in this cause.

5. HUSBAND will hold WIFE harmless from payments on the balance of the VISA and MasterCharge accounts as of the date of this settlement.

6. It is understood and agreed by the parties that each will pay their own lawyer.

7. It is understood and agreed that the WIFE is now pregnant and that the child she is carrying is not the HUSBAND'S child and the HUSBAND will have no obligation to support said child and the WIFE shall be solely responsible of any and all obligations to support said child.

8. WIFE waives any and all other claims for alimony.

9. The HUSBAND inherited the real property located at 4012 Meadow Road and the WIFE does by this instrument waive, relinquish, and release any and all claims pertaining to said real property.

10. WIFE will transfer all of her right title to HUSBAND in the 1976 Firebird automobile, and any and all of her right title in the two (2) Kawasaki 200 Motorcycles.

11. HUSBAND and WIFE agree to sign any and all necessary deeds, papers, and other documents necessary to transfer the title in the above listed property.

12. HUSBAND and WIFE agree that the above settlement is fair and reasonable and that the same may be offered into evidence at the final hearing and incorporated and made a part of the Final Decree in the event the Court sees fit to grant a divorce.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

/s/ Milton W. Elrod
MILTON WAYNE ELROD, HUSBAND

/s/ Theresa Carol Elrod
TERESA CAROL ELROD, WIFE

Sworn to and subscribed before me,
this the 10 day of January, 1980.

/s/ Bettie Jayne Winton My commission expires: 10/17/82
NOTARY PUBLIC

Sworn to and subscribed before me,
this the 15 day of January, 1980.

/s/ Edward C. White My commission expires:
NOTARY PUBLIC

/s/ George P. Linebaugh, Jr.
GEORGE P. LINEBAUGH, JR.
Attorney for HUSBAND
1400 American Trust Building
Nashville, Tennessee 37201

/s/ Edward C. White
EDWARD C. WHITE
Attorney for WIFE
5203 Charlotte Avenue
Nashville, Tennessee 37209

which agreement is approved and ratified by the court and made a part of this decree.

It is therefore, ORDERED, ADJUDGED AND DECREED by the court that the Property Settlement-Custody Agreement heretofore entered into between the parties and set out herein be, and the same is hereby, approved and ratified by the court and made a part of this decree.

The costs of this cause are taxed against the defendant, for which an execution may issue, if necessary.

JUDGE

1-29-80

APPROVED FOR ENTRY:

GEORGE P. LINEBAUGH, JR.
Attorney for HUSBAND
1400 American Trust Building
Nashville, Tennessee 37201

FILED
MAR 5 8 59 AM '80
FELIX Z. ROSENTHAL REGISTER
DAVIDSON COUNTY, TENN.

IDENTIF. REFERENCE
F79267

CERTIFICATE

I hereby certify that a copy of the above Final Decree has been mailed to Mr. Edward C. White, Attorney for WIFE, on this the 24th day of Jan., 1980.

GEORGE P. LINEBAUGH, JR.

1-29-80 115B/1188

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* Milton Wayne Elrod *Plaintiff, and* Teresa Carol Elrod *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* 27th *day of* Feb *in the year one thousand nine hundred and* 80 *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L Ayer, *D. C.*