12-12-79
114C 2308

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

116-8-E
Par 97 Ja

JOYCE DANIEL WARD,
Plaintiff

NO: 97281

vs.

BOOK 5576 PAGE 678

ORAN G. WARD,
Defendant

FINAL DECREE

This cause came on to be heard on the 30th day of November, 1979, before the Honorable Robert Jackson, Special Judge for the Fourth Circuit Court for Davidson County, Tennessee, upon the original complaint for divorce filed by the plaintiff upon the grounds of irreconcilable differences, and the presentation to the Court of a signed property settlement agreement entered into between the parties, and it appearing to this Court that the plaintiff should be awarded an absolute divorce from the defendant upon the grounds of irreconcilable differences, and that the property settlement agreement entered into between the parties should be approved and made a part of the final decree of divorce.

It is therefore ORDERED that the plaintiff be, and she hereby is, awarded an absolute divorce from the defendant upon the grounds of irreconcilable differences.

It is further ORDERED that the property settlement agreement entered into between the parties be, and hereby is, approved and made a part of the final decree of divorce by copying the agreement verbatim below, with the addition of a legal description of the property mentioned in the property settlement agreement.

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THIS AGREEMENT, made and entered into this 4th day of June, 1979, by and between JOYCE DANIEL WARD, hereinafter referred to as "Wife" and ORAN G. WARD, hereinafter referred to as "Husband";

WITNESSETH:

WHEREAS, certain irreconcilable differences have arisen between the parties which have gone to such extent that it does not appear possible for them to become reconciled and live together as husband and wife; and

WHEREAS, the parties herein are desirous of settling all matters pertaining to property, real and personal, and all monetary matters, agree as follows:

1. Husband agrees to appoint his attorney, David Rutherford to accept service of process for him.

2. Wife will proceed to trial and attempt to obtain an absolute divorce on the grounds of irreconcilable differences.

3. Wife will be awarded all right, title and interest in and to the house located at 97 Jamestown Park, Nashville, Tennessee, Davidson County, and the contents therein, and the Husband will be divested of any interest therein.

The following is a legal description of the above-mentioned real property:

> A certain building site being Lot No. 97, as shown on the Plan of Sugartree, Phase III, which is of record in Book 4860, Page 117-121, Register's Office for Davidson County, Tennessee, to which specific reference is here made, and together with appurtenant, non-exclusive interest in the common and limited common areas as shown on said Plan and as provided in the Declaration of Covenants, Conditions and Restrictions referred to hereinbelow.
>
> Being part of the same property conveyed to James I. Vance Berry, Trustee, by Deed from Woodmont Country Club, of record in Book 4793, Page 183, Register's Office for Davidson County, Tennessee, Richard D. Bird, Trustee, having been appointed successor Trustee in the place and stead of James I. Vance Berry, Trustee, and having succeeded to all the rights and powers as Trustee by an instrument of record in Book 5033, Page 190, said Register's Office.

This conveyance is made subject to the Declaration of Covenants, Conditions and Restrictions of record in Book 4857, Page 157, as supplemented and amended by instruments of record in Book 4874, Page 463, Book 4911, Page 353, Book 4996, Page 126, Book 5003, Page 688, and Book 5087, Page 220, said Register's Office, and by setback lines, easements, limitations and conditions as shown on the said Plan of record.

Being the same property conveyed to Oran G. Ward and wife, Joyce D. Ward by deed dated June 15, 1977, from Richard D. Bird, Trustee, of record in Book 5163, Page 16, Register's Office for Davidson County, Tennessee.

4. Wife will pay the monthly mortgage payments on said property and will hold Husband harmless thereon.

5. Husband will pay $1,000.00 per month to Wife as alimony until her remarriage or her death. In the event Wife sells the house before she remarries, the amount of alimony shall be reduced to $500.00 per month.

6. Husband will be responsible for payment of principal and interest to Nashville City Bank with respect to the second mortgage on the property located at 97 Jamestown Park, Nashville, Davidson County, Tennessee. Said mortgage will be retired by Husband as soon as practical and Wife agrees that mortgage shall remain on said property. In the event of sale of said property before retirement of the second mortgage, Husband agrees to pay to Wife the balance of said mortgage outstanding at the time of sale plus customary interest charges.

7. Wife will receive all right, title and interest in and to the 1974 Mercedes Benz automobile which is titled in her name.

8. Husband will pay the insurance premium on the house for the 1978 to 1979 policy year.

9. Husband will pay the automobile insurance to its present expiration date, six months from inception.

10. Husband will carry an accidental death policy on his life in the amount of $125,000.00 with Wife as beneficiary until Wife dies or remarries or sells the house.

11. Husband will pay the attorney fees of David C. Rutherford and the court costs of this action.

12. It is further agreed by the parties, and each of them, subject to the approval of the Court, that this Agreement be incorporated into such Final Decree of Divorce as may be granted by the Court.

13. The parties, and each of them, by the execution of this Agreement, hereby mutually agree to sign any document and/or instrument which may become necessary in order to carry out and comply with the terms herein contained.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and date first above written.

/s/ Joyce Daniel Ward
JOYCE DANIEL WARD, "Wife"

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said county and state, Joyce Daniel Ward, who signed the above Agreement in my sight and in my presence at Nashville, Tennessee, this 23rd day of May, 1979.

/s/ Faye Gentry
NOTARY PUBLIC

My Commission Expires

January 15, 1983.

/s/ Oran G. Ward
ORAN G. WARD

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said county and state, Oran G. Ward, who signed the above Agreement in my sight and in my presence at Nashville, Tennessee, this 4th day of June, 1979.

/s/ Martha W. Whitley
NOTARY PUBLIC

My Commission Expires:

October 18, 1981

Entered this 12th day of December, 1979.

Robert Jack
JUDGE

APPROVED FOR ENTRY:

CHEATHAM & PALERMO

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By Rose Palermo
Rose Palermo
Attorney for Plaintiff
43 Music Square West
Nashville, TN 37203

cc: David Rutherford
Attorney for Defendant
Suite 306
315 Union Street
Nashville, TN 37201

FELIX ZOLLICOFFER, REGISTER
DAVIDSON COUNTY, TENN.
MAR 10 11 17 AM '80
IDENTIF. REFERENCE
F 79940

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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~~ true copy *transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Joyce Daniel Ward *Plaintiff, and* Oran G. Ward *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* 13th *day of* February *in the year one thousand nine hundred and* Eighty *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddings, D. C.

Form #GR-117