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1078/1181

PAUL DAVID JUDD] IN THE FOURTH CIRCUIT COURT OF
DAVIDSON COUNTY, TENNESSEE

VS.]

NO. 88993

CHERYL LABAR JUDD]

D E C R E E

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This cause came on to be heard on this the 10th day of February, 1978, before the Honorable Benson Trimble, Judge, Division IV, Circuit Court of Davidson County, Tennessee, upon the original bill filed by the plaintiff, personal service had upon the defendant, and default judgment having been taken, the defendant having failed to answer within the time allowed by law. From the testimony of the plaintiff and a review of the entire record in this cause, together with statement of counsel, the Court is of the opinion that the plaintiff did successfully sustain his case, that is, that such irreconcilable differences exist between the parties as to make a continuation of the marriage impractical and not to the best interest of the parties or society as a whole.

It is, therefore, ORDERED, ADJUDGED and DECREED that the plaintiff, Paul David Judd, is awarded an absolute divorce from the defendant, Cheryl Labar Judd, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. Plaintiff is restored to all the rights and privileges of an unmarried person.

The property settlement agreement heretofore entered into by and between the parties is ratified by the Court and made a part of this the final decree, and as follows:

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, Paul David Judd, hereinafter known as "Husband", and Cheryl Labar Judd, hereinafter known as "Wife", are presently husband and wife, but that certain irreconcilable differences have arisen which makes a continuation of the marriage impractical and not in the best interest of either party or society as a whole; and

WHEREAS, Husband has caused to be filed in the Domestic Relations Courts of Davidson County, Tennessee, a petition for absolute divorce, setting forth the existence of said aforementioned irreconcilable differences; and

WHEREAS, at this time, the parties desire to enter into an agreement in regard to the settlement of all questions pertaining to the custody of the minor child and/or a division of the properties of the parties, the parties hereby agree as follows:

(1) The custody of the minor child of the parties, Brandi Leigh, shall be vested in the Husband, with the right and privilege of the Wife to see and visit said aforementioned minor child at all reasonable times and places.

(2) Each party will keep the personal property now in their respective possessions. The automobile now in possession of the Wife shall hereinafter become the sole and absolute property of the Wife, free and clear from any

claim by the Husband of any nature whatsoever. The Wife assumes all responsibility for the payment of any indebtedness that might exist against said automobile and shall hold Husband harmless therefrom. Husband shall execute any and all documents that hereinafter may be necessary to transfer title of said automobile into the name of the Wife.

(3) All of the Wife's right, title and interest in and to certain real property located at 1700 Turner Street in Old Hickory, Tennessee, as is now vested in the Wife shall be divested from Wife and hereinafter become the absolute property of the Husband, free and clear from any claim thereon by Wife. Husband shall hold Wife harmless from any further responsibility in regard to any indebtedness that may exist against said aforementioned property. In the event that transfer of Wife's interest in said property cannot be accomplished by decree, then and in that event, Wife agrees to sign such documents as may be necessary to effect the transfer as heretofore set forth.

(4) Husband will be responsible for the payment of the costs in regard to his divorce action.

(5) A copy of this property settlement agreement shall be submitted by Husband at the time his domestic relations petition is heard, with the requst that said agreement be ratified by the Court and made a part of the final divorce decree to be entered.

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THIS AGREEMENT entered into on this the 21st day of October, 1977.

Paul David Judd, "Husband"

Cheryl LaBar Judd, "Wife"

Jack Norman, Jr., Attorney for Husband

John D. Kitch, Attorney for Wife

G.I. 2570

IDENTIF. REFERENCE

OCT 15 10 54 AM '80

FELIX J. MCSHERRY REGISTER
DAVIDSON COUNTY, TENN.

It is, therefore, ORDERED, ADJUDGED and DECREED that the custody of the minor child, Brandi Leigh, is vested in the plaintiff, Paul David Judd, with the right and privilege of the defendant to see and visit said child at reasonable times and places.

It is further ORDERED, ADJUDGED and DECREED that all of plaintiff's right, title and interest in and to a 1976 Ford Granada automobile now in the possession of the defendant is divested out of plaintiff and awarded absolutely to the defendant. The defendant, however, shall be responsible for the payment of the existing encumbrance against said automobile, and shall hold plaintiff harmless from any further responsibility thereon. The plaintiff shall execute such documents either now or in the future as may be necessary for the transfer of title of said automobile into the name of the defendant.

It is further ORDERED, ADJUDGED and DECREED that all of defendant's right, title and interest in and to certain real property located at 1700 Turner Street in Old Hickory, Tennessee, as is now vested in the defendant is divested out of the defendant, and said property shall hereinafter become the sole property of the plaintiff in fee simple title. Plaintiff shall pay the existing encumbrance against said property, and shall hold defendant harmless from any further responsibility therefor. Said property is more particularly described as follows:

> Being Lot No. 8 on the revised Plan of Section E, Plan of Village of Old Hickory, as shown on Plan of record in Book 1424, page 132, Register's Office for said County as follows:
>
> Beginning at a point on the westerly margin of Turner Street at the common corner of Lots 8 and 9; thence with margin of said Street

northerly 79 feet to the beginning of a curve; thence around said curve northwesterly 15.7 feet to a point on the southerly margin of 17th Street; thence with margin of said Street westerly 141.1 feet to the common corner of Lots 8 and 25; thence with a line between lots 8 and Lots 25 and 26, southerly 89 feet to the common corner of Lots 8 and 9; thence with the line between said lots easterly 151.1 feet to the beginning.

Being the same property conveyed to Paul David Judd and wife, Cheryl Beth LaBar Judd, by deed from Martha Melvine C. Judd, now Strickland, of record in Book 4813, page 763, Register's Office, Davidson County, Tennessee.

The plaintiff shall pay the costs of this cause, for which execution may issue, if necessary.

Entered this 22 day of February, 1978.

JUDGE

APPROVED FOR ENTRY:

Jack Norman, Jr., Attorney for Plaintiff

I certify that I have mailed a copy of this Decree to Mr. John D. Kitch, attorney for defendant, 305 Rivergate Park Office Building, 1994 Gallatin Road, North, Madison, Tennessee 37115, this 10th day of February, 1978.

Attorney

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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* Paul David Judd *Plaintiff, and* Cheryl Labar Judd *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* 15th *day of* October *in the year one thousand nine hundred and* 80 *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L. Dyer, *D. C.*