5-6-75
96C/1015

BOOK 5666 PAGE 833

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

Map 70-5
Par 8 Is

PATRICIA GRUBBS CORDELL)

VS.) NO. 75574

HAROLD M. CORDELL)

FINAL DECREE

This cause came on to be heard on the 7th day of April, 1975, before the Honorable Charles Leach, Special Judge, from the complaint, default judgment, and testimony of the plaintiff and her witnesses. Counsel for the plaintiff exhibited a property settlement, signed by both parties, which is now in the Court file. F

From all of the testimony, the Court is of the opinion that the defendant has been guilty of such cruel and inhuman treatment towards the plaintiff as renders further cohabitation unsafe and improper. The Court is further of the opinion that the property settlement should be approved and incorporated in the decree.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. That the plaintiff is hereby granted an absolute divorce from the defendant.

2. That the property settlement signed by the parties is approved as set out herein:

RUSH
G 1 3 3 1 1
IDENTIF. REFERENCE
OCT 20 11 34 AM '80
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

CHECK
10/20/80 15:51:52
2030

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

PATRICIA GRUBBS CORDELL)
VS.) NUMBER 75574
HAROLD M. CORDELL)

PROPERTY SETTLEMENT, CHILD SUPPORT AND
CHILD CUSTODY AGREEMENT

This Agreement made and entered into on this the ____ day of _____, 1975, by and between Patricia Grubbs Cordell of Nashville, Tennessee, hereafter referred to as the plaintiff, and Harold M. Cordell, of Decatur, Tennessee, hereinafter referred to as the defendant.

WITNESSETH

Whereas, certain difficulties have arisen between the parties which have gone to such an extent that it does not appear possible for them to be reconciled and live together as husband and wife; and

Whereas, a Petition for Absolute Divorce has been filed by plaintiff against the defendant in the Fourth Circuit Court of Davidson County, Tennessee, being Number 75574; and

Whereas, the parties herein are desirous of settling all matters pertaining the property, real and personal, monetary matters, and all matters pertaining to child support and custody of the minor children of the parties, and the parties, and each of them, having been advised of the properties of one another, and each having consulted with separate counsel, agree as follows:

I.

That the plaintiff shall have the exclusive custody of the minor children of the parties and that the defendant shall have the right to see and visit with the said minor children at reasonable times and places.

II.

That the defendant shall pay to the plaintiff the sum of $40.00 each week as child support for the support and maintenance of the two minor children of the parties, said sum to be paid on or before Saturday of each week, commencing on the Saturday following the signing of this Agreement and continuing until said children reach age 18 or married.

III.

That the plaintiff shall be entitled to claim the minor children of the parties as dependents for tax purposes or any other purposes.

IV.

That the plaintiff and defendant have, except as set out below, divided between them to their mutual satisfaction personal effects, household furniture and furnishings, and all other articles of personal property which have been used by them in common. The plaintiff herewith relinquishes all right, title and interest in the items presently in possession of the defendant. The defendant herewith relinquishes all right, title and interest in the items presently in possession of the plaintiff. The plaintiff shall also have exclusive right, title and interest to the 1967 Mercury automobile and the Remington automatic rifle, and the defendant shall have exclusive right title and interest to the 1971 Pontiac Gran Prix, a 16 gauge shotgun, and a 30/30 rifle. Defendant agrees to accept all responsibility for payments to be made on the 1971 Pontiac Gran Prix and hold plaintiff harmless for any failure on his part to pay same.

V.

That the defendant hereby relinquishes to the plaintiff all right, title and interest to the property in Bordeaux known as partials 13D21360 and 13DA47390 on the Tax Assessor's books.

VI.

That the defendant shall pay the sum of $250.00 to G. Battle Claiborne, attorney for plaintiff, as his attorney fee for services rendered in this cause.

VII.

It is further agreed by the parties and each of them, subject to the approval of the Court, that this Agreement be incorporated into the final decree of divorce at such time as the divorce is granted.

The parties herein also agree and understand that if they should become reconciled or the Court should for any reason fail to grant a divorce, this Agreement shall become null and void and for nothing held.

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

In witness whereof, the parties, and each of them, adhere unto and set their hand the day and the date first above written.

PATRICIA CORDELL

HAROLD CORDELL

3. That the defendant shall pay the cost of this cause.

For all of which let execution issue.

ENTERED THIS _____ DAY OF _____, 1975.

Enter This 8 Day of MAY 1975

JUDGE

APPROVED BY:

G. BATTLE CLAIBORNE

I certify that a copy of the foregoing Final Decree was mailed this 18th day of April, 1975, to Harold M. Cordell, defendant, at P.O. Box 142, Decatur, Tenn.

G. BATTLE CLAIBORNE

Fourth Circuit Court MB96C/ page 1015 #75574

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 *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Patricia Grubbs Cordell *Plaintiff, and* Harold M. Cordell *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* 20th *day of* October *in the year one thousand nine hundred and* eighty *and in the* Two hundred, fifth *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*

Form #GR-117