3 12/1751

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IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Map 60-2
Par 254 Jr

LOUISE BENNETT FOLTS	)	
	)	
Plaintiff,	)	
	)	
-vs-	)	NO. 94477
	)	
CLAUDE RAYMOND FOLTS	)	
	)	
Defendant.	)	

12/30 34.60- CHECK

FINAL DECREE

This cause came on to be heard this 15th day of March, 1979 before the Honorable Stephen North, Judge, on the original complaint, personal service of process, default judgment entered as to defendant, and testimony of the complainant heard in open court. Based upon this and the entire record in this cause the Court finds that the facts of the complainant are true and that the parties have encountered certain irreconcilable differences which make it impossible to continue the marital relationship. The Court further finds that the divorce prayed for should be granted and that the property settlement agreement should be approved by the Court.

Therefore, it is ORDERED, ADJUDGED and DECREED, that the complainant, Louise Bennett Folts, be and hereby is granted an absolute divorce from the defendant, Claude Raymond Folts, and that they both be restored to all the rights and privileges of unmarried persons.

And it further appearing to the Court that the parties, prior to the hearing, have entered into an agreement settling their respective property rights and agreeing, subject to approval of the Court, as to the custody of the minor child of the parties, Kimberly May Folts, which agreement is in words and figures as follows:

> "This Agreement made and entered into on this the _____ day of _____, 1979, between Louise Bennett Folts, hereinafter referred to as plaintiff, and Claude Raymond Folts, hereinafter referred to as the defendant.

W I T N E S S E T H :

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

WHEREAS, a petition for absolute divorce has been filed by Louise Bennett Folts against Claude Raymond Folts in the Fifth Circuit Court for Davidson County, Tennessee, being Rule No. 94477; and

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

1. That the plaintiff shall proceed to Court in an attempt to obtain a divorce on the grounds of irreconcilable differences.

2. That the plaintiff shall have the exclusive care, custody and control of the minor child of the parties and that the defendant shall have the right to reasonable visitation privileges.

3. That the defendant shall pay directly to the plaintiff the sum of Forty-Six and 50/100 ($46.50) Dollars each and every week as child support.

4. That all of the defendant's right, title and interest in and to the real property of the parties located at 3044 Richmond Hill Drive be divested out of him and vested in the minor daughter, Kimberly May Folts.

5. The plaintiff shall have all of the defendant's right, title and interest in and to the household furniture and furnishings.

6. The plaintiff shall have all of the defendant's right, title and interest in and to the 1972 Pontiac automobile, Manufacturer's Identification Number 2K57T2A135788.

7. The defendant shall not be responsible for the payment of any alimony to the plaintiff.

8. The defendant shall receive all his personal items which remain in the household at 3044 Richmond Hill Drive.

9. The plaintiff shall receive all the items of property connected with her business on Dickerson Road in Davidson County, Tennessee.

10. The parties further agree to divide equally the plaintiff's attorney's fees and also the court costs in this cause.

11. 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 this divorce is granted.

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

13. The parties and each of them, with 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, and each of them, have hereunto set their hands the day and date first above written.

/s/ L. R. DeMarco	/s/ Louise Bennett Folts
WITNESS	LOUISE BENNETT FOLTS
	/s/ Claude Raymond Folts
WITNESS	CLAUDE RAYMOND FOLTS"

It further appearing to the Court that the best interest of the child of the parties, Kimberly May Folts, will be served by approving the aforesaid agreement of the parties and making the same the Order of this Court;

It is therefore ORDERED, ADJUDGED and DECREED that the foregoing agreement of the parties is in all things hereby confirmed and approved by the Court, and is adopted as a part of this Final Decree.

It is further ORDERED, ADJUDGED and DECREED that all of the defendant's rights, title and interest in and to the real property of the parties' located at 3044 Richmond Hill Drive be divested out of the defendant, Claude Raymond Folts, and be vested in the minor child of the parties , Kimberly May Folts. Said property being situated in Davidson County, Tennessee and more specifically described as follows:

> Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Parkwood Estates, Section 1, of record in Book 2900, page 119, said Register's Office, described as follows: BEGINNING at a point in the easterly margin of Richmond Hill Drive, a common corner of Lot No. 1 and Reserved Tract "B"; thence with the line between said lot and said tract, eastwardly 95 feet to a point; thence northwardly 135 feet to a point in the southerly margin of Creekwood Drive; thence with the margin of the same westwardly 70 feet to a point, the beginning of a curve; thence southwestwardly around said curve 39.27 feet to a point in the easterly margin of Richmond Hill Drive; thence with the margin of the same, southwardly 110 feet to the point of beginning.
>
> Being part of the property conveyed to Claude R. Folts and wife, Amy Louise Folts, by deed from Gaines and Gaines Construction Company, Inc. of record in Book 3181, page 207, said Register's Office.

The costs of this cause shall be divided equally between the parties for all of which execution may issue if necessary.

JUDGE

Enter This 19 Day of March, 1979.

APPROVED FOR ENTRY:

L. R. DEMARCO
Attorney for Plaintiff

IDENTIF. REFERENCE G 2.3.6 8 2

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.
Dec 30 1 28 PM '80

CERTIFICATE OF SERVICE

I hereby certify that I have this date mailed a copy of the foregoing Final Decree to the defendant, Claude Raymond Folts, at his last known address, c/o Tennessee Motel, Trailer No. 30, Dickerson Road, Nashville, Tennessee 37207, this 15th day of March, 1979.

L. R. DEMARCO

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 8500.00
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30th DAY OF Dec. 1980.
Deputy Register

Docket No. 94477 Minute Book 37C / Page 1751

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* LOUISE BENNETT FOLTS *Plaintiff, and* CLAUDE RAYMOND FOLTS *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* 30th *day of* December *in the year one thousand nine hundred and* eighty *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By , *D. C.*

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
		8500.00-	CO	
		22.10	CO TX	
		.50	PRFEE	
		12.00	WDEED	
	VD	12.00-	WDEED	
		12.00	MISC.	
			CHECK	34.60-
2583A	12/30/80		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 2 3 6 8 2

IDENTIF. REFERENCE

DEC 30 1 28 PM '80

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

No. 799768