1198/1052

FILED

1980 OCT 21 PM 2:26

GEORGE L. ROCKER, CLERK

D.C.

BOOK 5701 PAGE 186

IN THE THIRD CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

83-10
46-1
23W16247

NINA ROZELL BROWNING)
)
)
)
VS.) NO. 80D-2274
)
)
)
HENRY BROWNING)

FINAL DECREE

This cause came on to be heard on the 14th. day of October, 1980, before the Honorable Robert Lewis, setting as Special Judge of the Third Circuit Court of Davidson County, Tennessee, upon complainant's petition for an absolute divorce and upon the property settlement agreement which provides for the division of the parties' respective rights and interests in all jointly owned property, and upon the written testimony of complainant and statements of counsel. The Court further found that the necessary waiting period by statute had elapsed, that no answer had beenfiled, and that a property settlement agreement signed by both parties was a fair and complete division of the marital property and should be approved.

It is, therefore, ORDERED, ADJUDGED AND DECREED that the complainant be, and is hereby awarded an absolute divorce, on the ground of irreconcilable differences, and that complainant be restored all rights and privileges, and the bonds of matirmony are hereby dissolved.

It is, further ORDERED that the property settlement agreement is approved by the Court and each and every provision of the Property Settlement Agreement is hereby made a part of the Decree of this Court. The Property Settlement Agreement was previously filed with this Court.

It is further ORDERED, that the Husband shall pay the Court costs incurred in this cause for all of which execution may issue if necessary.

ENTERED this 21st. day of October, 1980.

Albert W. Leuty Special Judge
JUDGE

APPROVED FOR ENTRY:

Thomas D. Steele
THOMAS D. STEELE

ATTORNEY FOR COMPLAINANT

CC: Henry Larkin Browning
414 No. 17th. St.
Nashville, Tennessee

BOOK 5701 PAGE 188

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

NINA ROZELLE BROWNING	)	
	)	
VS.	)	No.
	)	
HENRY LARKIN BROWNING	)	

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, entered into by and between NINA ROZELLE BROWNING, hereinafter referred to as ~~Husband~~ Wife, and HENRY LARKIN BROWNING, hereinafter referred to as ~~Wife~~ Husband,

WHEREAS, the parties are desirous of settling all matters pertaining to this cause, due to the fact that there are irreconcilable differences between the parties that have gone to such extent that it does not appear possible for them to live together as husband and wife, have agreed as follows:

1. The wife will attempt to obtain a divorce on the grounds of irreconcilable differences, and service of ~~process~~ is expressly waived by both parties.

2. The wife shall receive the household furniture and furnishings of the parties located in the homeplace at 414 N. 17th. Street, Nashville, Tennessee, 37206, to be hers absolutely and in fee simple.

3. Each parties shall retain their own personal effects such as clothing, jewelry and other personal property.

4. The husband shall retain his tools and linens.

5. The title to the residence of the parties located at 414 North 17th. Street, Nashville, Davidson County, Tennessee, 37206, shall vest solely in the Wife, Nina Rozelle Browning, subject to the mortgage

RECORDER'S MEMO:

indebtedness thereon. The Husband, Henry Larkin Browning,. shall do all things necessary to convey title to said property to the Wife or in the alternative the Court may divest his interest therein and vest it solely in the Wife by Final Decree.

6. The Wife shall receive the 1973 Ford Torino automobile as her sole property, and the Husband shall deliver the title to her with all necessary signatures to vest title thereto in the Wife's name, free of any and all encumbrances. The Husband shall retain possession and ownership of a 1979 Cehvrolet automobile presently titled in his name. The Husband shall assume all obligation on said 1979 automobile and hold Wife harmless from any obligation therefrom.

7. The Husband agrees to catch up the back housenotes on the property located at 414 No. 17th. Street, Nashville, Tennessee, and agrees to pay said notes until the property is properly rented.

8. The Husband shall pay all Court Costs for the divorce.

9. The Husband agrees to pay to Thomas D. Steele, attorneys fee in the amount of $150.00 for his services in this cause. The Husband also agrees to pay the filing fee in this cause in the amount of $50.00. Said fees to be paid upon the filing of the original divorce complaint.

10. Both parties have read the terms of this Agreement and understand the same, entering into said Agreement of their own free will for the purposes herein set forth.

EXECUTED THIS THE _____ day of June, 1980.

Henry L. Browning
HUSBAND

Sworn to and subscribed before me this 16 day of June, 1980

Dorothy M. Hyde
Notary Public

My Commission Expires: 2/22/84

BOOK 5701 PAGE 190

Nina Rozell Browning
WIFE

Sworn to and subscribed before
me this 16 day of June, 1980.

Notary Public

My Commission Expires: 2/22/84

IDENTIF. REFERENCE

JAN 16 3 37 PM '81

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

2.5.7.5.5

DocketNo. 80D-2274 Minute Book 119B Page 1052

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* Nina Rozell Browning *Plaintiff, and* Henry Browning *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* November *in the year one thousand nine hundred and* Eighty *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Virginia Hutchison, *D. C.*

Form #GR-117