mcg-Basal
146-7-72

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

BOOK 5755 PAGE 24

REBECCA COBB AMOS,

Petitioner,

Vs.

No. 77517

DANIEL JEFFERSON AMOS, JR.,

Defendant

ORDER

This cause came on to be heard on this the 5th day of August, 1966, before the Honorable Thomas C. Binkley, Special Judge, upon the petition for divorce, oral testimony of witnesses in open Court, and upon the entire record, from all of which it satisfactorily appeared to the Court that the facts alleged in the petition are true and that the defendant has been guilty of such cruel and inhuman treatment and conduct toward the petitioner as to make it unsafe and improper for her to further cohabit with him. It is therefore Considered by the Court and so Ordered that the bonds of matrimony subsisting between the petitioner, Rebecca Cobb Amos, and the defendant, Daniel Jefferson Amos, Jr., be absolutely and forever dissolved, and that the petitioner be vested with the rights of an unmarried woman.

It is further considered by the Court and Ordered that the exclusive custody of Danya Kay Amos, the minor child of the parties, be committed to the petitioner.

It further appearing to the Court that the parties through and by counsel have entered into a property settlement agreement, attached hereto and made a part of the record, which need not be copied in this decree except insofar as applicable, and in accordance with said agreement, it is Ordered by the Court that all the right, title and interest that the defendant, Daniel Jefferson Amos, Jr., has in and to the house and lot

74 06/09 10.00 CHECK

A G R E E M E N T

THIS AGREEMENT entered into on the date hereinafter written by and between Rebecca Cobb Amos, hereinafter referred to as "Wife" and Daniel Jefferson Amos, Jr., hereinafter referred to as "Husband";

W I T N E S S E T H:

WHEREAS, the parties have been married for twenty years and there have been issue of their marriage, to-wit: Rebecca Suzanne Amos Myer, age 17 years, who is married, and Danya Kay Amos, age 12 years; and

WHEREAS, the parties have separated and are now living apart with no expectation of resuming marital relationships; and

WHEREAS, it has now been determined that it is impossible for the parties to live together in a marital state and the wife has instituted an action against the husband for divorce; and

WHEREAS, the parties desire to make arrangements in connection with their property rights;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein before and after mentioned, the parties and each of them mutually agree as follows:

1. This agreement shall become binding upon the parties and their respective legal representatives, successors and assigns immediately following the granting of an absolute divorce provided that the provisions of this agreement are approved by the Court in which such proceeding is instituted. In the absence of the granting of a decree of absolute divorce and the approval of the Court, the provisions of this agreement shall have no effect.

2. The husband shall retain, own, have and enjoy independently of any claim of the wife the following described personal property located on or about the premises at 628 Barrywood Drive, Nashville, Tennessee, to-wit:

1962 Chevrolet Impala automobile

1 Zenith Stereophonic set

1 Philco air conditioner

1 oil painting in den

1 secretary

1 deep freeze

1 electric carving knife

2 blankets of his choice

1 wooden salad bowl

3. The wife shall retain, own, have and enjoy independently of any claim of the husband all other personal property owned by the parties, or either of them, located on or about the premises at 628 Barrywood Drive, Nashville, Tennessee, or elsewhere, except those items set out in Section 2 above.

4. The husband shall transfer to the wife his interest in the residence located at 628 Barrywood Drive, Nashville, Tennessee, and the wife shall give to the husband her note in the amount of One Thousand Four Hundred Twenty Dollars ($1,420.00) bearing interest at the rate of Four Percent (4%) per annum payable annually, with the principal amount due and payable ten (10) years from the date of the note, with the further provision that in the event the daughter of the parties, Danya Kay Amos, fails to continue her education by going to college or leaves college for any reason before completing a full four year course, then said note shall be due and payable one (1) year after the said Danya Kay Amos would have entered college under the ordinary course of events or one (1) year after the said Danya Kay Amos for any reason discontinues her college education, but in no event shall the term of this note exceed ten (10) years. Said note shall be secured by a second mortgage on the premises previously described at 628 Barrywood Drive, Nashville, Tennessee.

5. The wife agrees to assume after July 1, 1966, all costs involving the premises located at 628 Barrywood Drive, Nashville, Tennessee, including mortgage loan payments and utilities. The wife further agrees

to assume any home improvement loans now owing on said premises and she agrees to hold the husband harmless with respect to any such loans. The parties agree that each will pay one-half of the Metropolitan taxes for 1966.

6. It is agreed and understood by and between the parties that the husband shall not pay nor in any way contribute to the support and upkeep of the wife.

7. The wife shall have sole custody of their daughter, Danya Kay Amos with the sole right in her to determine her place of residence during her minority. Opportunity shall be provided for the husband to visit with said daughter under circumstances which shall be arranged for the convenience of the husband; however, the husband shall not come about the residence of the wife and shall make arrangements to visit with Danya Kay Amos at some location other than the wife's residence.

8. The husband will transfer to the wife all lots in Woodlawn Memorial Cemetery, Nashville, Tennessee, which may be in their joint names.

9. The parties agree to indemnify and hold each other harmless with respect to the payment of any indebtedness against property which the other is receiving as a result of this settlement of their property rights. The husband will indemnify and hold the wife harmless with respect to the payment of any indebtedness against property, any interest in which is held by the husband, and in which the wife no longer has any interest as the result of this property settlement, and likewise the wife will indemnify and hold the husband harmless with respect to the payment of any indebtedness against property, any interest in which is held by the wife, and in which the husband no longer has any interest as the result of this property settlement.

10. The wife agrees to assume all attorneys' fees which she may incur arising from the divorce action which she instituted on or about January 31, 1966.

The parties have entered into this agreement of their own free will and accord and without any collusion, and agree that this property settlement is made subject to the approval of the Court. Both parties agree that if for any reason there should be a reconciliation between the parties or that in the event a divorce is not granted to the wife, then this property settlement shall be of no force and effect and will be voided. It is agreed that if a divorce is granted to the wife, this property settlement shall be a binding contractual obligation as to both parties.

IN WITNESS WHEREOF, the parties have executed this instrument in duplicate originals, on this the 8th day of July, 1966.

WITNESS:

Rebecca Cobb Amos, Wife

Elmer D. Davies, Jr., Attorney for Wife

Daniel Jefferson Amos, Jr., Husband

C. Edward Coomer, Attorney for Husband

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, [illegible], a Notary Public in and for said county and state, the within named Rebecca Cobb Amos, and in my presence executed the foregoing instrument by subscribing her signature thereto, all as of this 8th day of July, 1966.

Notary Public

My commission expires: 8-8-1969

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, EDWARD COOMER, a Notary Public in and for said county and state, the within named Daniel Jefferson Amos, Jr., and in my presence executed the foregoing instrument by subscribing his signature thereto, all as of this 7th day of JULY, 1966.

Notary Public

My commission expires: 11-12-69

described as Lot No. 99 on the Map of Section One Revised, Crieve Hall Estates, as of record in Book 1835, pages 122, 123 and 124, Register's Office for Davidson County, Tennessee, be and the same hereby is devised out of him and vested in the petitioner in fee simple.

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

Thomas A. Kinsley
Special Judge

APPROVED FOR ENTRY:

Attorney for Petitioner

IDENTIF. REFERENCE

JUN 9 11 04 AM '81
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

G. 4. 5 3 2. 8

Docket No. 47517 Minute Book 49 Page 430

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* ~~Rebecca Cobb Amos~~ Daniel Jefferson Amos, Jr. *Plaintiff, and* Daniel Jefferson Amos, Jr. *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* 9th *day of* June *in the year one thousand nine hundred and* ~~Eighty-One~~ *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*
By Barbara Collins, *D. C.*

Form #GP-117