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Map 131-14 Parcel 103 79C/1645

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

THOMAS LEE WOODWARD,

Complainant
& Counter-Defendant

VS.

BARBARA JEAN WOODWARD,

Defendant
& Counter-Complainant

81D-1080

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Clerk

Deputy

BOOK 5826 PAGE 235

FINAL DECREE

This cause came on to be heard on the 9th day of November, 1981, before the Honorable James M. Swiggart, Judge of the Sixth Circuit Court for Davidson County, Tennessee upon the divorce complaint heretofore filed by Thomas Lee Woodward and counter-complaint filed by Barbara Jean Woodward. Upon the call of the docket, counsel for the parties announced to the Court that the parties had resolved certain of their differences and tendered to the Court an agreed order signed by all counsel and parties whereby Barbara Jean Woodward withdrew her counter-complaint and answer to the complaint of Thomas Lee Woodward and Thomas Lee Woodward withdrew his answer to the counter-complainant's complaint and Thomas Lee Woodward was to proceed in this cause on an uncontested basis on the grounds of irreconcilable differences. Counsel for parites also announced to the Court that the parties have entered into a written settlement agreement, which provides that there are no children of this marriage and for the equitable settlement of any property rights between the parties including alimony, provision for payment of debts and disposition of real property, the disposition of personal property and Court costs. Such settlement agreement was tendered to the Court. Wherefore, upon the entire record in this cause, the settlement agreement tendered to the Court, statement of counsel and testimony of Thomas Lee Woodward that the parties have irreconcilable differences, the Court found that Thomas Lee Woodward should be granted a divorce from Barbara Jean Woodward upon the grounds of irreconcilable differences. It is therefore:

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ORDERED, ADJUDGED and DECREED by this Honorable Court that the bonds of matrimony herefore subsisting between the parties being the same are hereby perpetually dissolved and the complainant, Thomas Lee Woodward is awarded an absolute divorce on the statutory grounds of irreconcilable differences and restored to all rights and privileges of an unmarried person. In addition, the parties have heretofore filed with the Court a Property Settlement Agreement which makes adequate and sufficient provision for the equitable settlement of any property rights between the parties and provides that there are no children born of this marriage. Such settlement agreement as heretofore filed with this Court is incorporated in this Decree by reference as if copied verbatim and is enforceable thereby.

The costs of this cause shall be assessed to Complainant and paid by the Complainant.

Entered this 12th day of Nov., 1981

JUDGE

Approved for Entry;

James W. Jones
Attorney for Complainant

cc: Juliet Griffin
Attorney for Defendant

G70439

IDENTIF. REFERENCE

DEC 2 11 19 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

THOMAS LEE WOODWARD,	)	
	)	
Complainant/	)	
Counter-Defendant,	)	
	)	
vs.	)	NO. 81D-1080
	)	
BARBARA JEAN WOODWARD,	)	
	)	
Defendant/	)	
Counter-Complainant	)	

SETTLEMENT AGREEMENT

This Agreement is made between Thomas Lee Woodward, hereinafter called Husband, and Barbara Jean Woodward, hereinafter called Wife.

WITNESSETH:

WHEREAS, these parties have been married since August 29, 1980, and there have been born of this union no minor children; and,

WHEREAS, certain differences and difficulties have arisen between the parties and a divorce action in which irreconcilable differences is alleged as a ground has been instituted in the Sixth Circuit Court of Davidson County, Tennessee, and they have no expectation of resuming their marital relationship; and,

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. ALIMONY. Husband shall pay to Wife the sum of $1,200.00 as alimony in solido. Said payment shall be in the form of the joint income tax refund for the year 1980 and shall be forwarded by Husband to Wife's attorney on or before the date the divorce is granted.

2. MAIDEN NAME. Wife shall be restored to her previously married name of Barbara Jean Smith.

3. PERSONAL PROPERTY. All furniture, furnishings and personal effects presently in the possession of Wife shall be her sole and separate property. All furniture, furnishings and personal effects in the possession of Husband, including the furniture currently in storage in Nashville, shall be his sole and separate property.

4. DEBTS. It is agreed that the parties shall be responsible for the payment of any debts or charges which are presently listed in his or her name, incurred by the parties in his or her name respectively after March 12, 1981.

5. REAL PROPERTY. It is agreed that the house and lot titled in the parties' names shall be vested solely in Husband. Said property is located at 1309 Hildreth Drive and is more specifically described in Book 5680, Page 346 of the Registrar of Deeds Office, Davidson County, Tennessee, to wit:

> Land in Davidson County, Tennessee, being Lot No. 329 on the Plan of Seven Hills, Section 8, as of record in Book 3300, page 14, Register's Office for said County, described as follows:
>
> Beginning at a point in the southerly margin of Hildreth Drive at the corner of Lots Nos. 329 and 330; thence with the line between said lots, southwesterly 220 feet to a corner of Lot No. 328; thence with the line between Lots Nos. 328 and 329, northwesterly 207.8 feet to the easterly margin of Mountainview Drive; thence with the margin of the same, northeasterly 170.7 feet to the beginning of a curve; thence around said curve, easterly 37.3 feet to the margin of Hildreth; thence with the margin of the same, southeasterly 185.8 feet to the point of beginning.
>
> Being the same property conveyed to Richard Sanger and wife, Joan T. Sanger from William E. Justis, Jr. and wife, Yvonne H. Justis, by deed of record in Book 4047, page 302, Register's Office for Davidson County, Tennessee.

6. COURT COSTS. It is agreed that any costs of Court incurred as a result of the pending action for absolute divorce shall be paid by Husband.

7. The parties desire that this Agreement be incorporated as a part of any final decree of divorce that may hereafter be entered in the Sixth Circuit Court of Davidson County, Tennessee, or in any other Court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

8. This Agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those expressly herein set forth.

9. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. The parties hereto have been represented by their respective attorneys in connection with the negotiation and preparation of this Agreement. Each party acknowledges that they have read this Agreement, that it is fair and equitable and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

WITNESS our hands on the day and date written below.

Thomas Lee Woodward
THOMAS LEE WOODWARD

Barbara Jean Woodward
BARBARA JEAN WOODWARD

Date November 9, 1981

Date November 13 1981

JAMES ANDERSON JONES
Attorney for Husband

Juliet Griffin
JULIET GRIFFIN
LEGAL SERVICES OF MIDDLE TENNESSEE, INC.
Attorney for Wife

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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 *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* THOMAS LEE WOODWARD *Plaintiff, and* BARBARA JEAN WOODWARD *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* 2nd *day of* December *in the year one thousand nine hundred and* eighty-one *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By J. Knight, *D. C.*