Map 25 Par. 142
Map 25 par 78

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JAMES R. HARRIS,)
Complainant)
)
VS.) NO. 80D-1553
)
DAISY I. HARRIS,)
Defendant) BOOK 5857 PAGE 300

FINAL DECREE OF DIVORCE

THIS CAUSE CAME ON TO BE HEARD on the 24th day of October, 1980, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee. After hearing all of the evidence in the case, including the testimony of Complainant, statements of counsel, and the entire record in the cause,

IT APPEARED TO THE COURT that the necessary waiting period, according to statute has elapsed, that the Answer and Counter-Complaint filed by the Defendant has been withdrawn,

That the Complainant has sustained the allegation in his Complaint that the parties have irreconcilable differences and that Complainant is entitled to an Absolute Divorce from the Defendant.

IT FURTHER APPEARED TO THE COURT that the parties have entered into a Property Settlement Agreement which should be approved and ratified by the Court, which Property Settlement Agreement is set out hereinafter.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Complainant be and he is hereby granted an Absolute Divorce from the Defendant and restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED that the Property Settlement Agreement entered into by the parties be approved and ratified by the Court and becomes an Order of the Court as follows:

03/53 10.00 CHECK

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JAMES R. HARRIS,)

Complainant)

VS.)

DAISY I. HARRIS,)

Defendant)

BOOK 5857 PAGE 301

NO. 80D-1553

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this the 8th day of October, 1980, by and between James R. Harris, hereinafter referred to as Husband, and Daisy I. Harris, hereinafter referred to as Wife.

W I T N E S S E T H:

WHEREAS, the parties are presently man and wife and differences have arisen between them which are irreconcilable, and which have resulted in a separation of the parties; and,

WHEREAS, the parties have two minor children, David T. Harris, age 17 years, and Deborah L. Harris, age 15 years.

WHEREAS, it appears that a divorce is imminent, the parties are entering into this agreement pursuant to T. C. A. 36-801(II), for the purpose of fully and finally settling their respective interest in the property during this marriage.

NOW, THEREFORE, it is mutually agreed as follows:

1. Hereafter, the parties will live separate and apart without hindrance or interference one with the other.

2. Wife shall have the exclusive custody and control of the parties' minor children, David T. Harris, and Deborah L. Harris, with reasonable visitation rights for the Husband.

3. Husband shall pay unto Wife a regular sum of $100.00 per week for the support and maintenance of the minor children of the parties, and to continue paying said sum despite the emancipation of one of the children and until the youngest child

reaches the age of 18 years.

4. Husband shall pay unto the Wife the sum of $50.00 per week for no longer than 6 months, or until the Wife is able to obtain gainful employment, whichever date occurs first.

5. Husband shall have all of his personal property presently in his possession.

6. Husband shall have all right, title and interest in and to his business, known as Hermitage Heating and Air Conditioning Company located at Mt. Juliet, Tennessee, and Wife will make no further claims to said business property.

7. Husband agrees to transfer title to the following listed motor vehicles to whomever Wife directs: 1951 Chevrolet, 1971 Pontiac Firebird, 1977 Buick and 1977 GMC Truck.

8. Husband agrees to keep Wife on his medical insurance policy until 30 days after the entry of a Final Decree of Divorce in this cause.

9. Husband agrees to keep the minor children of the parties on his medical insurance policy until each reaches the age of 18 years, and agrees to pay all necessary medical and dental expenses for said children during their minority, all such expenses which are incurred prior to their 18th birthdays.

10. Wife shall have title, ownership and possession of all furniture and furnishings located in the home of the parties on Hitt Lane in Goodlettsville, Tennessee.

11. Wife shall have all of her personal property presently in her possession.

12. Wife shall have all right, title and interest in the house and lot of the parties located on Hitt Lane in Goodlettsville, Tennessee, and Husband agrees to execute a quitclaim deed conveying said property to Wife upon the entry of a Final Decree of Divorce in this cause.

13. Husband agrees to pay the existing mortgage indebted-

ness on the premises located on Hitt Lane in Goodlettsville, Tennessee, to the Bank of Mt. Juliet, and hold Wife harmless of same.

14. Husband agrees to pay the court costs in this cause.

Each of the parties shall acknowledge, execute and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this agreement.

It is understood and agreed by both parties that this agreement may be submitted to the Court for approval and be incorporated into the Final Decree of Divorce if such decree be entered.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names the day and date above written.

James R. Harris
JAMES R. HARRIS

Daisy I. Harris
DAISY I. HARRIS

STATE OF TENNESSEE

COUNTY OF WILSON

Subscribed and sworn to before me this the 8th day of October, 1980, as to James R. Harris.

Helen L. Jenkins
NOTARY PUBLIC

MY COMMISSION EXPIRES: 5-20-83.

STATE OF TENNESSEE

COUNTY OF Davidson

Subscribed and sworn to before me this the 8th day of October, 1980, as to Daisy I. Harris.

Linda C. Burkett
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10/11/82

The Complainant is ordered to pay the costs of the cause for which let the cost deposit apply.

Enter this ____ day of _____, 1980.

JUDGE

APPROVED FOR ENTRY:

10-24-80

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IDENTIF. REFERENCE

MAR 3 10 22 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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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 ~~correct transcript~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* JAMES R. HARRIS *Plaintiff, and* DAISY I. HARRIS *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* 3rd *day of* March *in the year one thousand nine hundred and* eighty-two *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Sue Woods, D. C.