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IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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BARBARA ANN SIMMS	)	
	)	
VS.	)	NO. 31883
	)	
ROBERT WARREN SIMMS	)	

ORDER

This cause came on to be heard this 14th day of September, 1976, before the Honorable Joe Loser, Judge, upon the Complaint heretofore filed by the Plaintiff, Barbara Ann Simms, personal service of process, Answer filed by the Defendant, ~~said Answer being withdrawn by motion of the Defendant's attorney, Mr. Thomas D. Steele,~~ and upon the oral testimony of Plaintiff and corroborative testimony of her witnesses, and statement of Counsel, the Court was of the opinion that the allegations in the original Complaint have been sustained, that is, that the Defendant has been guilty of such cruel and inhuman treatment towards her as renders further cohabitation both unsafe and improper.

It is, therefore, ORDERED, ADJUDGED, and DECREED by the Court that the Plaintiff be, and is hereby, granted a divorce a mensa et thoro.

It is further ORDERED, ADJUDGED, and DECREED by the Court that the property, child custody, and support agreement entered into by the parties be, and is hereby, approved in all respects and incorporated into this Order. The said agreement reads in words and figures as follows:

"A G R E E M E N T

THIS AGREEMENT between BARBARA ANN SIMMS, hereinafter referred to as wife, and ROBERT WARREN SIMMS, hereinafter referred to as husband, WITNESSETH THAT:

WHEREAS, as a result of unfortunate differences between the parties, the wife has instituted a domestic proceeding in the Third Circuit Court of Davidson County, Tennessee, Rule No. 31883, and the parties have no expectation of resuming their marital relationship, and

WHEREAS, the parties desire to define their obligations with respect to each other, and their property rights with respect to various properties

now owned by them jointly and individually, and they desire to agree presently upon their rights each in the estates both real and personal of the other, and to define their obligations with respect to their children, and to record their agreement.

Now, therefore, in consideration of the execution by each of the parties of this agreement, and the mutual covenants and conditions contained therein, the parties agree as follows:

I.

At the time of the execution of this agreement, the parties own as tenants by the entirety, a house and lot located at 3819 Sam Boney Drive, Nashville, Tennessee. Husband agrees to convey by warranty deed all his right, title and interest in said property to wife. Wife agrees to assume the balance due and owing on the mortgage on this property and further agrees to make all future payments on the mortgage.

Husband agrees that all furniture and household belongings in the home shall become the sole property of the wife and he further agrees to transfer title to one 1974 Plymouth automobile to wife. Husband further agrees that he will pay wife One Hundred Ten Dollars ($110.00) per month as alimony, until wife remarries or dies.

II.

Husband agrees to pay all outstanding medical bills of the wife and children. He further agrees that he will keep in full force and effect all medical and hospital insurance presently in force covering the children, and if for any reason said medical and hospital insurance is cancelled, he agrees to replace the same with similar insurance. Husband further agrees to pay all medical bills not covered by insurance except for routine checkups and routine dental services.

III.

Husband agrees that wife shall have custody of the parties' children, Robert W. Simms, Jr., Ruby Renee Simms, and James Stacy Simms, subject to husband's right of visitation at reasonable times and places, and husband agrees to pay wife for the support of said children the sum of Two Hundred Dollars ($200.00) per month per child, for a total of Six Hundred Dollars ($600.00).

Child support payments will continue until each child reaches the age of eighteen (18) years.

IV.

The parties desire to enter into this agreement and desire that it be incorporated as part of any final decree that may hereinafter be entered in the Third Circuit Court of Davidson County, Tennessee.

V.

Each of the parties agrees to execute and deliver to the other party any deeds or other documents that may be reasonably required to accomplish the intention of this agreement and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with such force and effect as shall be necessary to effectuate the terms of this agreement.

VI.

This agreement shall be construed and governed in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties have signed and acknowledged this agreement in duplicate on this 29th day of March, 1976.

s/Charles A. Leach	s/
Witness	Barbara Ann Simms
s/Thomas D. Steele	s/
Witness	Robert Warren Simms"

The Defendant shall pay the costs of this cause, all for which execution may issue, if necessary.

Entered this ____ day of September, 1976.

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IDENTIF. REFERENCE

MAR 9 11 17 AM '82

FELIX Z. WILSON II Register
DAVIDSON COUNTY, TN

JUDGE

Enter This 23 Day of Sept., 1976

9/23/76

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing Order has been mailed to Mr. Thomas D. Steele, Attorney for the Defendant, this 20 day of September, 1976.

CHARLES A. LEACH

Third Circuit Court MB110A/ pg198 Docket #81883

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* Barbara Ann Sims *Plaintiff, and* Robert Warren Simms *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* March *in the year one thousand nine hundred and* eighty-two *and in the* Two Hundred Sixth *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*

Form #GR-117