75-6-63
4D 3493

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

PEGGY SANDERS JOHNSON,	]	
	]	
Plaintiff,	]	
	]	
-vs-	]	No. 68275
	]	
ANDY CHARLES JOHNSON,	]	
	]	
Defendant.	]	
	]	

FINAL DECREE

BOOK 5904 PAGE 664

This cause came on to be heard on the 27th day of July, 1973 before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Original Bill for Divorce, personal service being had on the defendant, and the defendant failing to contest the cause, the testimony of plaintiff and witnesses in open court and statement of counsel, from all of which it appears to the Court that the allegations of the Original Bill for Divorce have been sustained.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff, Peggy Sanders Johnson, be and hereby is granted an absolute divorce from the defendant, Andy Charles Johnson, and is restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the property settlement agreement heretofore executed by the parties and filed with the Court in this cause be and hereby is incorporated in this Final Decree.

PROPERTY SETTLEMENT AGREEMENT

This property settlement agreement made and entered into by and between Peggy Sanders Johnson and Andy Charles Johnson.

W I T N E S S E T H:

WHEREAS the parties hereto have been separated since September 8, 1972, and have not lived together as man and wife from said separation date until the present; and

WHEREAS Peggy Sanders Johnson has filed a petition for absolute divorce against Andy Charles Johnson, which petition is presently pending; and

WHEREAS the differences of the parties have caused them to determine that they can no longer continue their marriage relationship; and

WHEREAS it is the desire of both parties to finally and for all time determine and settle their property rights, together with any and all other rights existing between the said parties including, but not limited to, those growing out of the marital relationship;

NOW, THEREFORE, the said parties hereto, for and in consideration of the foregoing and the mutual promises herein made, each agrees as follows:

1. All right, title and interest in the home of the parties, located at 361 Monaco Drive, shall be divested out of Andy Charles Johnson and vested in Peggy Sanders Johnson to have and hold as her own. It is agreed, however, that if said property is sold by Peggy Sanders Johnson within a ten year period from the date of this agreement that the sum of $3,500.00 shall be paid to Andy Charles Johnson, said sum representing one-half of the parties' present equity in said property.

2. Andy Charles Johnson agrees that all household property and furniture belonging to the parties, including a 1970 Chevrolet Monte Carlo automobile, shall be the property of Peggy Sanders Johnson, except items personal to Andy Charles Johnson, which shall be his property.

3. It is further agreed that Peggy Sanders Johnson shall have the absolute custody and control of Sharon Rae Johnson, the minor daughter of the parties, with Andy Charles Johnson having visitation privileges for six weeks each summer and on certain holidays as may be agreed upon by the parties.

4. Andy Charles Johnson agrees to pay the sum of Fifty Dollars per month as child support, said payments to begin August 1, 1973.

5. It is further understood and agreed that this agreement shall in no way restrict either party's right to maintain any suit for divorce which he or she might desire to institute, or that has already been instituted, nor shall it restrict in any way either party's right to make defense by answer, or answer and cross-bill, to any suit for divorce which the other party might file. It is further understood and agreed by and between the parties that in the event a divorce is granted, either absolute or limited, this instrument shall be incorporated into any decree insofar as it undertakes to settle the rights of the parties hereto.

6. It is further understood and agreed by and between the parties that this property settlement is entered into without any undue influence, fraud, coercion, and that the parties hereto fully understand the content thereof.

IN WITNESS WHEREOF the parties after having read this instrument and familiarized themselves with its contents, signed and executed this instrument on the day below written.

11-27-73
Date

Peggy Sanders Johnson
PEGGY SANDERS JOHNSON

7/23/73
Date

Andy Charles Johnson
ANDY CHARLES JOHNSON

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the court costs of this cause be taxed against the defendant for which execution may issue if necessary.

All other matters are reserved.

Enter this ___ day of July, 1973.

Benson Trimble, Judge

John D. Lentz
Solicitor for Plaintiff

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN
JUN 29 3 45 PM '82
IDENTIF. REFERENCE
G.9.7.7.0.7.

Docket Number 68275 Minute Book 82B, Page 759

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* Peggy Sanders Johnson *Plaintiff, and* Andy Charles Johnson *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* 29th *day of* June *in the year one thousand nine hundred and* eighty-two *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Becky Dyer *D. C.*

Form #GR-117

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED