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IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 5958 PAGE 777

CAMILLA ROXANN WITT)
)
-vs-) NO. 92
)
HAROLD ANDERSON WITT)

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

IDENTIF. REFERENCE
H 153 69

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 22nd day of March, 1978, before the Honorable Joe C. Loser, Judge of the Third Circuit Court of Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the Complainant, personal service of process being had upon the Defendant, answer filed thereto and subsequently withdrawn and tried on an uncontested basis on the grounds of irreconcilable differences, statement of Complainant and statement of counsel as to the property settlement agreement between the parties, and upon the entire record in this cause, from all of which it appears to the Court that the parties have experienced irreconcilable differences and that the property settlement agreement as submitted is fair and equitable.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the Complainant, Camilla Roxann Witt, is hereby awarded an absolute divorce from the Defendant, Harold Anderson Witt, and restored to all the rights and privileges of an unmarried person.

It is, further, ORDERED, ADJUDGED and DECREED by the Court that the property settlement agreement as agreed to by the parties is reasonable and is hereby approved and made the

judgment of the Court as follows:

PROPERTY SETTLEMENT, CUSTODY AND SUPPORT AGREEMENT

This agreement made and entered into this 22nd day of March, 1978, by and between Camilla Roxann Witt, a resident of Davidson County, Tennessee, hereinafter called "Wife", and Harold Anderson Witt, also a resident of Davidson County, Tennessee, hereinafter called "Husband".

W I T N E S S E T H :

These parties were married on October 8, 1967, and one child has been born of this union, namely, Reginald Levon Witt.

WHEREAS, the parties own certain real and personal property; and,

WHEREAS, certain differences have arisen between the parties to cause them to determine that they can no longer continue the marriage relationship and cohabit as man and wife and they are now living separate and apart from each other; and,

WHEREAS, it is the desire of both parties finally and for all time to determine and settle their property rights and all rights of support and maintenance of Camilla Roxann Witt by Harold Anderson Witt, all dower and homestead rights, all rights pertaining to the custody and support of the minor child of the parties, and all other rights of whatever description existing between the parties arising out of the marital relationship;

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. That all right, title and interest of Wife in and to the following described real estate shall be divested out of her and vested in Husband and Husband will assume the mortgage indebtedness on said real estate:

LAND in Davidson County, Tennessee, being Lot No. 287 on the Plan of Buena Vista Estates, Section 6

of record in Book 4460, page 85, Register's Office for said County.

SAID Lot No. 287 fronts 65 feet on the northwesterly side of Sunnyview Drive, and extends back 156.1 feet on the northeasterly line and 165.5 feet on the southwesterly line, to a dead line in the rear, measuring 74.68 feet thereon.

BEING part of the same property conveyed to Harold A. Witt and wife, Camilla R. Witt, by deed from A & R Builders, a partnership, of record in Book 4814, page 397, Register's Office for Davidson County, Tennessee.

2. All chattel property shall become the property of the parties who possesses said property upon the date of execution of this agreement.

3. The parties agree that Wife will have the legal custody of the minor child of the parties with Husband having extremely liberal visitation rights.

4. Husband agrees to pay the sum of $100.00 per month as child support payable by the 10th day of each month commencing April 10, 1978.

5. Husband agrees to maintain a hospitalization insurance policy on said minor child and Husband further agrees to pay all extraordinary medical, dental, or eye-care bills not otherwise covered by insurance for child. Wife agrees to pay all ordinary medical expenses for prescription drugs, medical supplies and the like for child.

6. Husband and Wife agrees that they will no longer incur any indebtednesses for which the other might be held liable. Wife agrees to pay the current balance owed on the Associates Capital indebtedness, J. C. Penney revolving indebtedness, Woolco and any other bills she has incurred since the separation of the parties and to hold Husband harmless from any payments he has to make on these obligations. Husband agrees to pay the following debts and agrees to hold Wife harmless from any payments she may have to make on these: U.S. Courthouse Credit Union, Third National Bank, Dr. Foreman and Anderson, Sears (revolving), Sears (easy-pay), J. C. Penney (time-pay) and Western Auto.

7. It is further understood and agreed that this Property Settlement, Custody and Support Agreement is intended to be a final settlement of the property rights of the respective parties hereto and is a full discharge of Harold Anderson Witt from all other obligations to support Camilla Roxann Witt and a discharge from all other claims arising out of their marital relationship and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, alimony and support, or right to act as administrator or executor of the other's estate. This agreement applies to all property now owned by Harold Anderson Witt and Camilla Roxann Witt or any property that either of them may acquire in the future.

8. This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

9. It is understood and agreed by and between the parties that this property settlement, custody and support agreement is entered into without undue influence or coercion or misrepresentation or for any reason not herein stated. The provisions in this agreement and their legal effect are fully known by each of the parties, and each of the parties acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the parties, having read this instrument, discussed it with counsel, and familiarized themselves with its contents, signed and executed this instrument on the day and date above written.

Dated: s/ 3/22/78 — s/Camilla Roxann Witt
CAMILLA ROXANN WITT

Dated: s/ 3/22/78 — s/Harold A. Witt
HAROLD ANDERSON WITT

It is, further, ORDERED, ADJUDGED and DECREED by the Court that the costs of this cause are assessed against the Defendant, Harold Anderson Witt, for which execution may issue if necessary.

JOE C. LOSER, JUDGE

3/30/78

APPROVED FOR ENTRY:

Enter This 30 Day of March, 1978

Gerald D. Richardson
GERALD D. RICHARDSON
Attorney for Complainant

CERTIFICATE OF SERVICE

I hereby certify that I have mailed an exact copy of the foregoing Final Decree of Divorce to the Honorable Robert P. Ziegler, Attorney at Law, 12th Floor, Third National Bank Building, Nashville, Tennessee, 37219, on this the 23 day of March, 1978.

Gerald D. Richardson
GERALD D. RICHARDSON

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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* ~~correct transcript~~ True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Camilla Torann Witt *Plaintiff, and* Harold Anderson Witt *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* November *in the year one thousand nine hundred and* Eighty-Two *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [illegible], *D. C.*