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Map 162-5
Par 184.2d

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

8-17-78
1453/956

MARY ELIZABETH RICE MONTGOMERY)
)
)
VS.) NO. 91349
)
)
GEORGE H. MONTGOMERY)

FINAL DECREE

This cause came on to be heard this 14th day of August, 1978, before the Honorable Robert Lillard, Judge of the First Circuit Court for Davidson County, Tennessee, upon the original complaint for divorce heretofore filed in this cause, the Motion for default judgment, the defendant having failed to answer, and the property settlement heretofore entered into by and between the parties. Upon the testimony of the plaintiff in open Court that she had irreconcilable differences with the defendant and upon the Court ascertaining that all of the appropriate provisions of the law had been complied with, the Court is of the opinion that the plaintiff's complaint is well taken and that she is entitled to an absolute divorce upon the grounds of irreconcilable differences.

It is accordingly ORDERED, ADJUDGED AND DECREED as follows:

1. That the plaintiff, Mary Elizabeth Rice Montgomery, is hereby granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

3466 42713 F.2d

2. That the plaintiff has hereby restored to her maiden name, Rice, so that she may be hereinafter known as Mary Elizabeth Rice.

3. That the property settlement heretofore entered into by and between the parties is approved by the Court, which said property settlement is as follows:

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE, AT NASHVILLE

MARY ELIZABETH RICE MONTGOMERY)
)
)
VS.) NO. _____
)
)
GEORGE H. MONTGOMERY)

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, MARY ELIZABETH RICE MONTGOMERY, ("Wife") and GEORGE H. MONTGOMERY, ("Husband"), are presently married, and it is contemplated that one or the other of them will seek to dissolve the bonds of matrimony presently pending between them; and

WHEREAS, it is the desire of both parties to enter into an agreement for the purpose of settling all issues of property both real and personal which may arise between them, and

WHEREAS, the parties, during their marriage, have had no children born of such marriage, NOW, THEREFORE, WITNESSETH the following Agreement.

FOR AND IN CONSIDERATION of the mutual promises of the parties and subject to the approval of the Court the parties enter into the following property settlement agreement for the purposes herein stated.

1. Husband and Wife agree that the manner in which the personal property of the parties has been divided is satisfactory and, therefore, further agree that those items of personal property presently in possession of Wife shall remain her sole and absolute property and all interest of Husband is divested from such property in possession of Wife. Further, all property in possession of Husband shall be his sole and absolute property and all interest of Wife vested therein shall be divested.

2. Wife is the owner of a certain house being lot number 161 of the plan of Fair Oaks Subdivision, Section II, which is of record in Deed Book 4460, pages 51 and 52, Register's Office of Davidson County, Tennessee. All interest of Husband in such property is divested from Husband and vested in Wife as her sole and absolute property. The subject property which has

a street address of 274 Ocala Drive, in Nashville, Davidson County, Tennessee, is owned by wife, subject to a certain deed of trust in favor of First Federal Savings and Loan Association. At the time of the purchase by Wife, Husband executed the note and deed of trust and it is the intent of Husband and Wife that such obligation shall be the sole and absolute obligation of Wife and she hereby agrees to pay same and to hold Husband harmless for any and all liability arising out of such note and deed of trust.

3. Husband is the owner of a certain acreage tract of land located in Ashland City, Tennessee, and Wife has executed a note and deed of trust covering such property though such property is titled to Husband alone. Wife hereby agrees to divest herself of all such interest in such property and that this property shall belong to Husband alone. Husband shall be liable for the debt arising out of the note and deed of trust upon such property and agrees to hold Wife harmless therefor.

4. The parties have paid all jointly held debts other than those above enumerated and each party agrees that all indebtednesses incurred since their separation shall be the responsibil of the party incurring such debt and each party agrees to hold the other harmless for any such obligation.

5. The parties hereto agree that the terms and conditions hereinabove set forth in this property settlement agreement constitute their voluntary agreement entered into for the purpose of settling questions of property in the event the Court sees fit to grant to either of them an absolute divorce. Subject to the Court's approval, it is the intent of the parties to be bound by this agreement, both parties understanding the intents and purposes of such agreement and intending to be bound hereby.

EXECUTED this ____ day of _____, 1978.

/s/ George H. Montgomery
HUSBAND

Mary Elizabeth Rice Montgomery
WIFE

4. That the costs of this cause are taxed to the defendant.

5. For all of which let execution issue, if necessary.

ENTERED this 17 day of Aug, 1978.

Robert Lillard
JUDGE

APPROVED FOR ENTRY:

Charles Patrick Flynn
CHARLES PATRICK FLYNN

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been forwarded to the defendant herein, George H. Montgomery, c/o Metro Police Department, South Station, Nashville, Tennessee, on this 15 day of August, 1978.

Charles Patrick Flynn
CHARLES PATRICK FLYNN

H 2 0 1 2 5

IDENTIF. REFERENCE

DEC 3 1 52 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

91349 145B/956

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* ~~exemplification~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Mary Elizabeth Rice Montgomery *Plaintiff, and* George H. Montgomery *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* 17th *day of* November *in the year one thousand nine hundred and* eighty-one *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Randy Bryant, *D. C.*

Form #GR-117