IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

ROSE MARIE HOWELL :

vs. : No. 96213

EDWARD S. HOWELL :

. . . . . .

FINAL DECREE

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This cause came on to be heard this 8th day of November, 1982 before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, at which time the parties, through their counsel, announced that an agreement had been reached between the parties as to custody and property rights, and that Plaintiff, Rose Marie Howell, would proceed upon the grounds of irreconcilable differences. After testimony of the Plaintiff, the court was of the opinion that the allegations had been fully sustained in that the parties have irreconcilable differences and that Plaintiff, Rose Marie Howell, should be awarded an absolute divorce. The court was further of the opinion that the agreement entered into by and between the parties has made adequate and sufficient provision for the custody and maintenance of the minor child and for the equitable settlement of any property rights between the parties, and that said agreement should be made a part of this Final Decree. It is therefore

ORDERED by the Court that Plaintiff, Rose Marie Howell, be and she is hereby granted an absolute divorce and restored to all the rights and privileges of an unmarried person. It is further

ORDERED by the Court that the agreement entered into by and between the parties is found to have made adequate and sufficient provision for the custody and maintenance of the parties minor child, and for the equitable settlement of any property rights between the parties, which agreement is made a part of this Final Decree and reads in words and figures as follows:

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Map 59-15
Par 132 1s

AGREEMENT

This Agreement made this 8th day of November, 1982, by and between Rose Marie Howell, hereafter First Party, and Edward S. Howell, hereafter Second Party.

WITNESSETH

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WHEREAS, First Party sued Second Party for a divorce in Case Number 96213 in the Fourth Circuit Court of Davidson County, Tennessee, hereafter respectively Case and Court, in which First Party also seeks custody of the minor child of the parties, namely Paris Howell, hereafter, Child, and also seeks alimony, child support and allowance on her solicitor's fee as well as equitable distribution of the property and debts of the parties; and

WHEREAS, pending trial of said Case, which is at issue, the parties have resolved their differences about all of the foregoing matters at issue in said case except for the issues of whether or not a divorce should be granted on the statutory ground of irreconcilable differences, and the amount of the solicitor's fee which Plaintiff's counsel is entitled to be awarded by the Court and divided equally between the parties.

Now, Therefore, in consideration of the premises and the mutual convenants of the respective parties hereafter stated, it is agreed by said parties as follows:

1. Counsel for First Party shall present said Case to said Court for its consideration seeking a divorce for her upon the statutory ground of irreconcilable differences, and if the Court should grant same, the parties agree upon the following as to child custody and support, equitable distribution of all property, debts, and all rights of each Party in and to the property of the other, alimony and/or counsel fees.

2. First Party shall receive full and absolute title to:

(a) The real estate of the parties known as 721 Ringgold Drive, Nashville, Tennessee, hereafter House, subject to her payment to Second Party, one-half of the difference between the entire mortgage indebtedness balance due thereon when he moves out and the sum of $50,000, which sum the parties agree is the fair market value of said real estate at the present time, said Second Party to vacate said real estate within 60 days from the date of this agreement.

(b) Whatever household furnishings First Party shall select of and from those which are now in said House, except that Second Party shall receive and retain title to all such furnishings which he purchased after First Party moved out of said house.

(c) Her Lincoln automobile and any other personal property purchased by her in her own name since she left the home.

3. First Party shall have custody of Child subject to reasonable rights of visitation in Second Party.

4. Second Party shall vacate said House within 60 days from date of this Decree and shall pay First Party $200.00 per month for support of said child until he reaches 18 years of age.

5. Second Party shall pay, in lieu of all further alimony to First Party, one-half of the total counsel fee of her solicitor, Jack Butler, Esquire, as fixed by the Court.

6. Second Party shall receive full and absolute title to any household furnishings not selected by First Party and to those purchased by him after she moved out, as well as to any automobiles purchased or owned by him.

7. First Party shall assume and pay, and shall idemnify Second Party from all liability, on said entire balance of mortgage indebtedness encumbering said House from and after Second Party vacates same 60 days from the date of this agreement.

8. First Party shall pay in cash to Second Party his said equity in said House (difference between mortgage balance and $50,000) not later than six months from date of this agreement.

9. The foregoing is a complete settlement and distribution of the rights and obligations of each of said party in and in reference to their joint or separate property, debts or obligations; and, unless set out herein specifically, each shall retain title to all property individually owned by the other.

10. Second party will pay the costs of the case.

IN WITNESS WHEREOF the parties have set their signatures this 8th day of November, 1982.

/s/ Jack A. Butler
JACK BUTLER
Attorney for Plaintiff

/s/ Rose Marie Howell
ROSE MARIE HOWELL
Plaintiff - First Party

/s/ Avon N. Williams, Sr.
AVON N. WILLIAMS, SR.
Attorney for Defendant

/s/ Edward S. Howell
EDWARD S. HOWELL
Defendant - Second Party

It is further ORDERED by the Court that the amount of $7,500.00 is assessed as attorney's fees for Plaintiff's counsel of record for services rendered to her in this cause. It is further

ORDERED by the Court that the Defendant, EDWARD S. HOWELL, shall pay one-half of said amount, and that said amount is hereby established as a lien on any monies that the Defendant will receive for his one-half interest of the equity in the parties real property.

ENTER this 12 day of Nov, 1982.

JUDGE

APPROVED FOR ENTRY:

JACK A. BUTLER
Attorney for Plaintiff

AVON N. WILLIAMS, SR.
Attorney for Defendant

CERTIFICATE OF SERVICE

I hereby certify that I have mailed an exact copy of the foregoing Final Decree to Avon N. Williams, Sr., Attorney, 203 Second Avenue North, Nashville, Tennessee, this 12 day of November, 1982.

JACK A. BUTLER

H249500

IDENTIF. T. REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

Mail
Jack Butler, Atty
1st Comm. Center
Music Lane
37238

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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 *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Rose Marie Howell *Plaintiff, and* Edward S. HOwell *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* 28th *day of* December *in the year one thousand nine hundred and* eighty-two *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddlemon, *D. C.*

Form #GR-117