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GEORGE L. ROOKER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JIMMY LEON SWARNER)
)
VS.) NO. 83D-694
)
BETTY SUE SWARNER)

BOOK 6168 PAGE 732

FINAL DECREE

This cause came on for hearing on this the 16th day of August, 1983, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the plaintiff, Jimmy Leon Swarner; personal service of process had upon the defendant and Answer and Cross Complaint filed by the said defenant, Betty Sue Swarner; with the Answer and Cross Complaint filed herein by Betty Sue Swarner being withdrawn by the said Betty Sue Swarner; and with the cause proceeding to trial as an uncontested matter in view of a written executed Property Settlement Agreement reached by and between the parties and exhibited to the Court; testimony of the plaintiff, Jimmy Leon Swarner, heard in open court; statement of counsel, and the entire record in this cause. From all of which the Court is of the opinion and finds as follows:

That from the testimony presented to the Court, it appears that the parties hereto have irreconcilable differences in their marriage.

It is therefore ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing by and between the parties are hereby dissolved, and the plaintiff, Jimmy Leon Swarner, is hereby awarded an absolute divorce from the defendant, Betty Sue Swarner, upon the ground of irreconcilable differences, and she is hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties have entered into a written executed Property Settlement and Custody

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Agreement, and the Court affirmatively finds therein the parties have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights as between them; and further, they have made adequate and sufficient provisions for the custody and support of the minor children of the parties. Said Property Settlement and Custody Agreement is more specifically in words and figures as follows:

AGREEMENT

Whereas, Jimmy Leon Swarner, has instituted a divorce action in the Fourth Circuit Court for Davidson County against Betty Sue Swarner, and whereas, the parties have reached an agreement thereby resolving all issues of controversy raised in this cause and whereas, the parties desire that the husband, Jimmy Leon Swarner, shall obtain a divorce from the wife, Betty Sue Swarner, upon the grounds of irreconcilable differences, and that this agreement shall be made a part of the final decree of divorce, the parties hereby agree as follows:

1. That Jimmy Leon Swarner shall obtain a divorce from the wife upon the grounds of irreconcilable differences.

2. That custody of the minor children of the parties, Jimmy Leon Swarner, Jr., and Patricia Ann Swarner, shall be vested in the husband, Jimmy Leon Swarner, subject to reasonable visitation rights of the part of the wife, Betty Sue Swarner

3. That all right title and interest that the said Betty Sue Swarner might have have in any real property owned by the parties located in Davidson County, Tennessee, shall be divested out of the said Betty Sue Swarner, and vested in the said Jimmy Leon Swarner. It is agreed however, that the said Jimmy Leon Swarner shall pay and be responsible for paying any and all indebtedness owed upon said real property and shall pay and be solely responsible for paying any and all other indebtedness incurred by the parties during their marriage, and before the execution of this agreement. Wife will pay for her automobile.

4. The parties agree that the wife shall sign and deliver to the husband any federal income tax return refund check that may result from filing of the 1982 federal tax obligation.

5. The parties agree that the husband shall except the 1982 tax refund as the sole and complete child support obligation of the wife and that the said Betty Sue Swarner shall not pay nor shall be responsible for paying any further amounts for the support and maintenance of the parties minor children.

6. Each of the parties shall retain all items of personal property within their respective possessions except that the wife may remove from the home any other items of personal property belonging to her.

7. The parties agree that each shall pay and be responsible for paying their own respective attorney's fee and that the costs of this cause shall be taxed to the husband, Jimmy Leon Swarner.

8. The parties agree that they will execute any and all necessary documents to carry into effect the terms of this agreement and that each shall retain whatever automobile may be titled in their name.

9. The parties agree that this agreement shall be incorporated in its entirety into any divorce decree entered in this cause.

Witness our hands this 6th day of April, 1983.

S/S Betty Sue Swarner
BETTY SUE SWARNER

S/S Jimmy Leon Swarner
JIMMY LEON SWARNER

STATE OF TENNESSEE

COUNTY OF CHEATHAM

Before me, the undersigned Notary Public, in and for said county and state, personally appeared, Betty Sue Swarner, with whom I am personally acquainted and has acknowledged that she has executed the foregoing agreement for the purposes therein contained.

Sworn to and subscribed before me this 29 day of March, 1983.

S/S Sue E. Gilmartin
NOTARY PUBLIC
My comm. expires: 8/12/85

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned Notary Public, in and for said County and State, personally appeared Jimmy Leon Swarner, with whom I am personally acquainted and has acknowledged that he has executed the foregoing agreement for the purposes therein contained.

Sworn to and subscribed before me this the 6th day of April, 1983.

S/S Dinah L. Clark
NOTARY PUBLIC

My comm. expires: 10/20/85

It is therefore, ORDERED, ADJUDGED and DECREED that the custody of the two minor children of the parties, to wit, Jimmy Leon Swarner, age 13, and Patricia Ann Swarner, age 9, is hereby vested in the husband, Jimmy Leon Swarner, with reasonable visitation being specifically reserved to the wife, as per the terms of the property settlement and custody agreement incorporated herein.

It is further ORDERED, ADJUDGED and DECREED that the homeplace of the parties, located at 1409 Russell Street, Nashville, Davidson County, Tennessee, shall be divested out of the defendant/wife, Betty Sue Swarner and vested entirely in the plaintiff/husband Jimmy Leon Swarner, who will be responsible for the payment of the vendor's lien retained on said property, holding defendant/wife, Betty Sue Swarner, harmless thereon. Said transfer will be considered defendant/wife's obligation for child support. Said property is more particularly described in words and figures as follows:

> Land in Davidson County, Tennessee, being lot 46 of Block E on the plan of the subdivision of the Lindsley Homeplace as of record in Plan Book 2, Page 92, Chancery Court at Nashville, Tennessee.
>
> Said Lot number 46 fronts 50 ft on the northerly side of Russell Street and runs back between parallel lines to an alley 160 ft.
>
> Being the same property conveyed to Jimmy Leon Swarner and wife, Betty Sue Swarner by deed from Haywood Realty Co. Tenn. Corp. as of record in Book 4593, page 121, Register's Office for Davidson County, Tennessee.

It is further ORDERED, ADJUDGED and DECREED that all parts and portions of the Property Settlement and Custody Agreement executed by the parties and incorporated herein is hereby approved by the Court and made the judgment hereof in all respects.

The plaintiff, Jimmy Leon Swarner, shall pay the costs of this cause, for all of which let execution issue if necessary.

This the 19th day of August, 1983.

Muriel Robinson
MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

Walter S. Clark Jr.

WALTER S. CLARK, JR.
Attorney for Plaintiff
518 Stahlman Building
Nashville, TN 37201

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of this Final Decree has been mailed to the Honorable Jerry W. Hamlin, attorney for defendant, 104 Frey Street, Ashland City, Tennessee 37015, this the 17th day of August, 1983.

Walter S. Clark, Jr.

WALTER S. CLARK, JR.

RUSH

FELIX Z. [illegible] REGISTER DAVIDSON COUNTY, TN

Nov 2 11 56 AM '83

IDENTIFICATION REFERENCE

H8 4005

CASE NO. 83D-694 FOURTH CIRCUIT 8-19-83 MB 131C, PAGE 2200

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 of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Jimmy Leon Swarner *Plaintiff, and* Betty Sue Swarner *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* 24th *day of* October *in the year one thousand nine hundred and* eighty-three *and in the* 208th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Karen Lorley, *D. C.*