IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

BETTY JO JACKSON,

Plaintiff

VS.

JAMES CLIFFORD JACKSON,

Defendant

BOOK 6183 PAGE 559 D.C.

NO: 80D-1131

Map 75-5
Par 22 Jo

FINAL DECREE

This cause came on to be heard before the Honorable Hamilton Gayden, Judge, on the 5th day of July, 1983, upon the original bill filed by plaintiff, answer and counter-complaint, answer to counter-complaint, property settlement agreement, testimony of the plaintiff, statement of counsel and the entire record in this cause; from all of which the Court finds that the parties are entitled to an absolute divorce upon the statutory ground of irreconcilable differences; and further that the property settlement agreement heretofore entered into by and between the parties is in all things approved and should be made a part of this final decree.

It is therefore ORDERED, ADJUDGED and DECREED by the Court that the parties, Betty Jo Jackson and James Clifford Jackson, are hereby granted an absolute divorce and they are restored to all the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED and DECREED by the Court that the Court finds that there has been an equitable division of the property rights of the parties, and that the property settlement agreement should be made a part of this decree. Said property settlement agreement is in words and figures as follows:

THIS AGREEMENT made and entered into this 19th day of July, 1983, by and between BETTY JO JACKSON, hereinafter called "Wife" and JAMES CLIFFORD JACKSON, hereinafter called "Husband."

W I T N E S S E T H:

WHEREAS, the parties herein are husband and wife and have ceased to live together as husband and wife and irreconcilable differences have arisen which render it impossible for them to hereafter live together as husband and wife; and,

WHEREAS, the parties have no minor children; and,

WHEREAS, the parties hereinafter agree between themselves on settlement of property rights and differences existing between them, and for the purposes of settling all the differences, and in consideration of these premises, they have entered into the following agreement with each other, to wit:

1. That husband hereby conveys all right, title and interest he has in the home of the parties at 7009 Bonnacrest Drive, Nashville, Davidson County, TN, to wife. Wife agrees to assume the mortgage on said home to the Lomas and Nettleton Company and agrees to idemnify and hold husband harmless on said debt. Said property is described as follows:

> Land in Davidson County, Tennessee, being Lot No. 599, on the map of Hermitage Hills Subdivision, Section 6, of record in Book 3300, Page 10, Register's Office for Davidson County, Tennessee.
>
> Said Lot 599 fronts 90.0 feet on the northerly margin of Bonnacrest Drive, and runs back between lines measuring 201.3 feet on the westerly side, and 185.0 feet on the easterly side to a dead line in the rear measuring 76.81 feet thereon.
>
> Being the same property conveyed to James C. Jackson and wife Betty A. Jackson, by deed from Johnson Homes, Inc., as of record in Book 3979, Page 165, Register's Office for Davidson County, TN.

2. That wife hereby conveys all right, title and interest she has in the property on North Central Pike, in Wilson County, Tennessee, to husband. Said property is described as follows:

> Land in the 25th Civil District of Wilson County, Tennessee, described as follows:
>
> NORTH by Central Pike; East by Jackson; South by Interstate Highway 40; West by Wright, containing ½ acre, more or less, and upon which is a building formerly operated as a store.
>
> Being the same property conveyed to James Clifford Jackson, by deed from Rebecca Hight, as of record in Book 248, Page 58, Register's Office for Wilson County, TN.

3. Husband agrees to pay to wife the sum of $750, from the 1982 joint tax return refund, on or before July 15, 1983.

4. Husband further agrees to pay to wife the sum of $1,500 cash, on or before August 1, 1983.

5. That all wearing apparel and personal ornaments of the wife, and all movable personal property belonging to the wife, now in her possession, and all household effects, with the exception of the Cherry Bedroom Suite, presently in her possession, shall belong to the wife as her separate estate, independently of the husband.

6. That all wearing apparel and personal ornaments of the husband, and all movable personal property belonging to the husband, now in his possession and all household effects presently in his possession shall belong to the husband as his separate estate, independently of the wife. Husband shall have the Cherry Bedroom Suite.

7. Husband agrees to pay the sum of $200 per month as alimony, for a period of two years, first payment to be made on July 15, 1983. Said payments are to be made on or before the 15th day of each month thereafter, until wife remarries or dies, at which time said alimony payments shall cease.

8. Husband agrees to pay the court costs of this cause, and each party shall pay his or her own attorney fees.

9. The parties hereto affirmatively state that this agreement is entered into voluntarily and witout any undue influence or misrepresentation. Provisions of this agreement and their effect are fully known to each of the parties, and each party acknowledges that this agreement is fair and equitable.

10. The parties affirmatively agree to submit this cause to the Circuit Court for Davidson County, TN.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written."

This 23d day of August, 1983.

Hamilton Gayden

JUDGE

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IDENTIF. REFERENCE

Nov 29 1 16 PM '83

FILED
DAVIDSON CO. REGISTER

MAIL END

First Circuit Court Minute Book 156A/435

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* Betty Jo Jackson *Plaintiff, and* James Clifford Jackson *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* November *in the year one thousand nine hundred and* eighty-three *and in the* 208th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Paul S. Story, *D. C.*

Form #GR-117