FILED 157C/2263

B0435

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1984 MAR 28 PM 2:09

Map-50-15;19

GEORGE L. ROOKER, CLERK

JOAN C. SMITH,

Plaintiff

vs.

JOHN MARVIN SMITH,

Defendant

D.C.

CIVIL ACTION NO. 83-D-1779

BOOK 6269 PAGE 466

O R D E R

This cause came on to be heard before the Honorable Hamilton Gayden, Circuit Judge, on Tuesday, January 24, 1984, upon statements of the parties and their counsel in open Court to the effect that a compromise and settlement of all matters and things at issue had been reached; withdrawal of the Answer in open Court of John Marvin Smith; testimony in open Court under oath of plaintiff; representations of counsel that a settlement agreement had been reached disposing of all of the respective rights and remedies of the parties; and the entire record.

From all of the above, the Court is of opinion and finds that irreconcilable differences have arisen within the marriage of the parties and that their said marriage is irretrievably broken. The Court further finds that the property settlement agreement, incorporated herein after, is in the best interests of the parties and the same is approved in its entirety.

It is, consequently, ORDERED and ADJUDGED as follows:

1. Joan C. Smith is granted an absolute divorce from John Marvin Smith and is restored to all of the rights and privileges of an unmarried person.

2. By agreement of the parties, Joan C. Smith shall retain all right, title and interest in the living room sofa, the two chairs in the living room, the two end tables in the living room, the two lamps in the living room, the coffee table in the living room, the refrigerator, the dishwasher, the dinette table with four chairs, one set of white dishes, one etagere, three sofas in the den, two ottomans in the den, two magazine racks in the den, two straw fans, the washer and dryer, the waterbed, the dresser, the chest of drawers,

the night stand, the portable TV, the twin beds, the red chair, the red sofa, the floor model stereo, the china cat, the clean air machine, the windchimes, the large painting of a tiger, the miscellaneous baskets, the white baskets with flowers, one-half of the towels and sheets, the iron and the ironing board, the lawn mower, two magazine racks and the vacuum cleaner. John Marvin Smith is divested of all right, title, and interest in this personal property.

2. By agreement, John Marvin Smith shall retain all right, title, and interest in the microwave oven, the brown and white set of dishes, the floor model television, the furniture in the den upstairs, the sofa sleeper, the chair in the upstairs den, the small stereo, the black leather bar, the movie camera, the projector, and the binoculars. Joan C. Smith is divested of all right, title, and interest in this personal property.

3. Joan C. Smith shall retain all right, title, and interest in the real property presently owned by the parties as tenants by the entireties, which property is located at 3300 Hawkwood Lane, Nashville, Tennessee, and John Marvin Smith is divested of all right, title, and interest in said property. Within sixty (60) days of the entry of this Order upon the Minutes, Joan C. Smith shall pay off the existing mortgage on said property and shall pay to John Marvin Smith the sum of Five Thousand and no/100 ($5,000.00) Dollars as payment for his equity in the said property.

4. John Marvin Smith shall vacate the said real property on or before February 15, 1984, taking with him all of his personal property and leaving said real property and its environs in good condition.

5. Joan C. Smith shall continue to pay the debt in the approximate amount of One Thousand Eight Hundred and no/100 ($1,800.00) Dollars resulting from the purchase of a heat pump, driveway repair, and furniture purchase.

6. The parties hereto shall pay equal amounts of the presently existing debt for aluminum siding on the real property mentioned hereinabove.

7. Each of the parties hereto, and their counsel, shall execute such documents, including but not limited to deeds and

documents of conveyance, as may be necessary or desirable to accomplish the matters herein contained.

8. Each of the parties shall pay their own attorney's fees.

9. The costs of the cause are taxed equally to the parties for which let execution issue if necessary.

ENTERED this 28th day of March, 1984.

CIRCUIT JUDGE

APPROVED FOR ENTRY:

WATKINS, McGUGIN, McNEILLY & ROWAN

By _____
WILLIAM P. SUTHERLAND
18TH FLOOR, FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238
ATTORNEYS FOR JOAN C. SMITH

By: _____
JOAN C. SMITH, PLAINTIFF

RUTHERFORD, CROCKETT and DeMARCO

By _____
ROBERT W. RUTHERFORD
Suite 306, 315 UNION STREET
NASHVILLE CITY BANK AND TRUST BUILDING
NASHVILLE, TENNESSEE 37201
ATTORNEY FOR JOHN MARVIN SMITH

By _____
JOHN MARVIN SMITH, DEFENDANT

3087 04/12 12.31- BAS+

BOOK 6269 PAGE 469

I 1 5 1 5 7

IDENTIF. REFERENCE

APR 12 3 49 PM '84

FELIX Z. WILSON CLERK & MASTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE

Minute Book 157C
page 2263

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~~ and true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Joan C. Smith *Plaintiff, and* John Marvin Smith *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* 12th *day of* April *in the year one thousand nine hundred and* Eighty-four *and in the* 208th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*

Form #GR-117