IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FRANK CEDRICK DAVIS, JR.)
)
)
V.) NO. 81D-272
)
)
MARY LAVERNE EDWARDS DAVIS)

MAP 83-2-197
160-9-9
105-14-307

FINAL DECREE

This cause came on to be heard September 21, 1981 before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee upon the original bill of the plaintiff as amended; the property settlement agreement of the parties as stated to the Court which is copied herein verbatim; and the entire record in this cause, from all of which the Court was of the opinion that the allegations were fully sustained, that is that irreconcilable differences exist between the parties which make a reconciliation impossible.

It is therefore, ORDERED, ADJUDGED and DECREED by the Court that the plaintiff be, and he is hereby granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court that the property settlement agreement entered into by and between the parties be, and the same is hereby approved and ordered copied into this final decree verbatim, which will become a part hereof. Said property settlement agreement is as follows:

PROPERTY SETTLEMENT AGREEMENT

1. That the absolute care, custody and control of the four minor children of the parties will be in the wife, with reasonable periods of visitation being awarded to the husband.

2. The husband will pay the sum of $100.00 per month per child, child support.

3. The husband will also pay the monthly house notes on the homeplace located at 856 Lakemont Drive, Nashville, Tennessee.

4. The husband will pay the note on the furniture bill now owed by the wife.

5. The husband will pay the balance due on the 1979 Buick Century Station Wagon used by the wife in the approximate amount of $2,500.00 owed to Waller Buick, and the husband will execute all necessary papers to transfer title of the car to the wife, and the wife will hold him harmless from any liability thereon.

6. The husband will pay the debts of the wife to the following creditors, and in the following amounts:

Master Card	$ 888.40
Sears & Roebuck	800.00
Cain-Sloan	140.00
J. C. Penney	100.00
McClures	350.00
Citizens Bank	350.00
Liberty Bank	900.00
Waller Buick (Rental Car)	800.00
Community Credit	100.00
Household Finance	100.00
Morris Levine	1,000.00
Bud's Auto Repair	350.00

It being understood and agreed that these, the above debts, plus the balance due on her automobile, insofar as the husband is concerned is only liabile for an amount not to exceed $8,000.00, and further he will not be responsible for any debts made by the wife after September 19, 1981. Any portion of the $8,000.00 not expended by the Plaintiff shall within six (6) months from date be paid directly to the Defendan

7. Whatever right, title or interest the husband has or may have in the property located at Fairfield Glades be divested out of him and vested in the wife as her sole property, with any indebtedness owed thereon to be paid by the wife.

8. That whatever right, title or interest that the husband has or may have in the property located at 1536 Douglas Avenue, Nashville, Tennessee be divested out of him and vested in the wife as her sole property, however, the husband will continue to pay the monthly notes from the rental income which he collects and will remit to the wife the balance after he makes the monthly payment from said rental receipt.

9. That whatever right, title or interest that the wife has or may have in the office building located at 700 Melpark, Nashville, Tennessee be divested out of the wife and vested in the husband as his sole property.

10. The parties will become tenants in common in the homeplace located at 856 Lakemont Drive, Nashville, Tennessee, and when it is sole the equity will be divided equally between the parties. The wife will have the right to continue to live in said property until the youngest child reaches age 18, or until the wife remarries, or until she moves from said premises, whichever occurs first. Immediately upon the happening of any one of the above events the home will be sold and the equity divided as above stated.

11. The wife will sign all of the joint income tax returns due to be filed, and the husband will pay all of the income tax due on said returns and will hold her harmless from the payment of any such taxes due, and in the event the husband fails to make any of the payments

herein set forth, he will forfeit his interest in the above mentioned homeplace and the property will become the sole property of the wife.

12. The husband will pay the costs of this cause for which execution may issue, if necessary.

13. The parties will execute any and all papers necessary for the transfer of any and all real estate, automobiles and personal property required by this agreement.

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IDENTIF. REFERENCE

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Frank Cedrick Davis Jr.
FRANK CEDRICK DAVIS, JR.

Mary LaVern Edwards Davis
MARY LAVERNE EDWARDS DAVIS

The plaintiff will pay the costs of this cause for which execution may issue, if necessary.

ENTER this _____ day of _____, 1981.

JUDGE

APPROVED FOR ENTRY:

12-7-81

Howard F. Butler
HOWARD F. BUTLER, Attorney for plaintiff

Morris Levine
MORRIS LEVINE, Attorney for defendant

M.B. 1238/1680

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~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Frank Cedrick Davis Jr. *Plaintiff, and* Mary Laverne Edwards Davis *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* 3rd *day of* May *in the year one thousand nine hundred and* 84 *and in the* 208th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*

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