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FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

VIVIA NETINA HOPKINS JACKSON]
]
-vs-] No. 62371
]
HAROLD BRADLEY JACKSON]

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard initially on March 10, 1972, before the Honorable Benson Trimble, Judge of the Fourth Circhit Court of Davidson County, Tennessee and thereafter on interrogatories and affidavits supplied by witnesses and the complainant, witnesses testimony heard in open court, statements of counsel, the property settlement agreement tendered to the Court and executed by both parties and the entire record in this cause from all of which the Court found as alleged in the petition that the defendant is guilty of failure to provide and it is, therefore,

ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing and subsisting between the parties be and are hereby perpetually dissolved and the complainant is restored to all the rights and privileges of an unmarried person; and it is further

ORDERED, ADJUDGED and DECREED that the property settlement agreement entered into by and between parties and made a part of this decree as hereinafter set forth.

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A G R E E M E N T

This agreement made and entered into on this 27th day of October, 1971, by and between VIVIA NETINA HOPKINS JACKSON hereinafter referred to as the "wife" and HAROLD BRADLEY JACKSON hereinafter referred to as the "husband", both citizens and residents of Davidson County, Tennessee:

W I T N E S S E T H

WHEREAS, unhappy differences have arisen between the parties resulting in their separation; and,

WHEREAS, there is now pending under Rule No. 62371 in the Fourth Circuit Court of Davidson County, Tennessee a divorce action instituted by the wife; and,

WHEREAS, it is the mutual desire of the parties to this agreement to make a permanent, complete and final adjustment of all of their property rights and interests of any kind and nature whatsoever.

NOW, THEREFORE, in consideration of the premises and other mutual covenants and conditions contained herein, the parties do agree as follows:

1. The wife shall be vested with full ownership of the residence of the parties located at 105 Westchester Court in Madison, Davidson County, Tennessee, which said property is now owned jointly by the parties as tenants by the entireties and if the wife is granted a final decree of divorce, the wife shall be awarded all of the husband's right, title and interest in and to said property and the wife shall hold the husband harmless and indemnify him as to any indebtedness that may be owed upon said real estate. A full and accurate description of said real estate shall be set forth in the final decree of the Court in which a divorce cause is pending.

2. As additional alimony in solido the husband shall be divested of any right, title and interest he may have in and to the household furnishings, fixtures and appliances located in the residence at 105 Westchester Court and all of his said interest shall be vested in the wife free and clear of any lien or encumbrance.

3. The parties agree that the wife is the proper person to have the custody and control of the minor children of the parties and that the husband is entitled to reasonable visitation periods with said children.

4. The husband agrees to pay the wife's solicitor of record in the pending divorce action, Mr. R. David Ludwick, an attorney's fee in the amount of $300.00 for his representation of the wife.

5. This agreement shall be binding only as to the parties, except as otherwise expressly stated herein, and shall in no way be construed to affect the business or employment interests or rights of the parties as they presently exist.

It is expressly agreed that husband shall have the right to administer such shareholder interest rights as the parties' minor children may have at the present time or may acquire prior to the attaining of their majority.

6. Husband expressly agrees to transfer the ownership of a life insurance policy on his life, being National Life and Accident Insurance Company policy No. 2582170, to wife; however, husband agrees to keep said policy paid current until otherwise agreed between the parties.

7. It is understood and agreed that this is a full, final and complete settlement of the property rights and interests of the parties made and entered into of their own free will, and other than as set forth in this agreement, the respective parties do or in[illegible] they may have in any

property belonging to the other party.

8. Each of the parties hereto covenants with the other that from this day forward neither will contract any indebtedness upon the credit of the other, except as herein set forth, and that if either shall be compelled to pay any debt of the other, presently accrued or hereinafter accrued then the party for whose benefit such indebtedness was incurred and/or for whose benefit such payments have been made will indemnify the other to the full extent of the amount paid inclusive of interest and legal expenses, if any.

9. This agreement shall be binding upon and inure to the benefit of the parties hereto their personal representatives and assigns but shall in no way construed adversely to the children of the parties with regard to their rights as heirs of either party. It is further understood and agreed by and between the parties that this property settlement agreement was entered into without undue influence, fraud, coersion or misrepresentation or for any reason not herein stated. The provisions of this agreement and their legal effect are fully known by each of the parties having been fully discussed and each party acknowledges the Agreement is fair and equitable and is being entered into voluntarily.

10. It is understood and agreed between the parties hereto that notwithstanding any of the language used in this agreement that it is the intent of the parties that this agreement shall be binding and valid only if and when the wife obtains a valid final decree of divorce from a Court of competent jurisdiction and this agreement shall be made a part of the final decree of divorce if the wife is granted such relief in the pending divorce proceeding.

IN WITNESS WHEREOF, the parties hereto have set their

hands to this instrument the day and date first above written.

Vivia Netina Hopkins Jackson
VIVIA NETINA HOPKINS JACKSON

Harold Bradley Jackson
HAROLD BRADLEY JACKSON

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the defendant be and is hereby taxed with the costs in this cause, for which judgment was given and for which execution may issue if necessary.

BENSON TRIMBLE, Judge
Fourth Circuit Court
Davidson County, Tennessee

SEP 19 1972

APPROVED FOR ENTRY:

R. DAVID LUDWICK
Attorney for complainant

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this decree of Absolute Divorce has been mailed to Harold Bradley Jackson, 416 Broadway, Nashville, Davidson County, Tennessee, this the 12th day of September 1972.

R. DAVID LUDWICK

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IDENTIF. REFERENCE

AUG 10 2 37 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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CASE NO. 62371 FOURTH CIRCUIT 9-19-72 MB 77A, PG 356

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* Vivia Netina Hopkins Jackson *Plaintiff, and* Harold Bradley 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* 10th *day of* August *in the year one thousand nine hundred and* eighty-four *and in the* 209th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature] *D. C.*

Form #GR-117