V

4-4-73
80e/983

PATRICIA LOVELL WOOLLARD	]	IN THE FOURTH CIRCUIT COURT
	]	
	]	OF
-vs-	]	Map 161-2 P. 98 a &
	]	DAVIDSON COUNTY, TENNESSEE
	]	
WILLIAM WALLACE WOOLLARD	]	NO. 68209

FINAL DECREE

BOOK 6367 PAGE 731

This cause came on to be heard on the 29th day of March, 1973, before the Honorable Donald Hildebrand, Special Judge, upon the petition for absolute divorce filed by complainant, personal service of process upon the defendant, pro confesso being duly entered, submission to the Court of property settlement agreement, testimony of complainant and her two corroborative witnesses, statement of counsel in open court and from the entire record in this cause. From all of which the Court finds that the defendant has been guilty of such cruel and inhuman treatment or conduct towards complainant as renders further cohabitation unsafe and improper. It is therefore

ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved and the complainant is 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 all right, title and interest which the defendant in and to the real property, 455 Westcrest Drive, Nashville, Tennessee, and more specifically described:

> Being Lot No. 24 on the Plan of McMurray Hills, as of record in Book 3700, page 5, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 24 fronts 75 ft. on the southerly side of Westcrest Drive and extends back 146.3 ft. on the easterly line and 141.3 ft. on the westerly line to a dead line in the rear on which it measures 75 ft.
>
> Being the same property conveyed to William W. Woollard, et ux, by deed of record in Book 4026, page 504, R.O.D.C., Tenn.

shall be divested out of him and fee simple absolute ownership shall be vested in complainant.

It is further ORDERED that the property settlement agreement is approved in all respects and made a part of this decree by inclusion as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made by and between WILLIAM W. WOOLLARD, hereinafter referred to as Husband, and PATRICIA LOVELL WOOLLARD, hereinafter referred to as Wife.

W I T N E S S E T H:

WHEREAS, the parties herein have been married some twelve years, but at the present time have found that they cannot live together happily as husband and wife, and

WHEREAS, Wife has filed a petition for absolute divorce in the Circuit Court of Davidson County, Tennessee and the parties desire to enter into a property settlement agreement relative to their property interests.

NOW, THEREFORE, in consideration of the premises and the mutual advantage to both parties, it is hereby agreed as follows:

(1) The 1969 Thunderbird automobile in Wife's name is to be transferred to Husband, with Husband assuming the balance of payments on said automobile.

(2) Husband gives to Wife all his right, title and interest in and to all the household furniture, furnishings and effects, reserving the right to take one or two pieces of said goods for his own use.

(3) The parties own as tenants by the entirety the real property located at 455 Westcrest Drive and more fully described in the original petition, and, at this time, it appears that their equity in the real property is worth about $5,000.00 total. Husband agrees to transfer all his interest in this real property to Wife with the understanding that in the event Wife later decides to sell the real property, she will pay $2,500.00, which represents Husband's one-half interest, to the children, or in the event the equity in the house

should become less between now and the time of the sale, she will pay one-half of the net proceeds received from the sale to the two children.

(4) It is understood that the title to the said property will be in the name of Wife alone so that a subsequent sale will not be complicated by making it necessary to have court approval. Also, that Wife will be the guardian of the two children in the event that they are not adults and shall use the children's funds primarily for educational purposes, but will have full discretion over the use of said funds for the children's benefit and not be required to account to the Court.

(5) Wife shall have the absolute care, custody and control of the two minor children of the parties, but Husband shall have the right of reasonable visitation at all times and places.

(6) Husband shall pay the sum of $32.00 per week direct to Wife as child support. It appears at this time that Husband's earnings might be substantially increased in the near future because of a change of jobs, so in the event that Husband's earnings are increased to the sum of $1,000.00 or more per month gross, within the next twelve months, then child support payments will be automatically increased by this agreement to $45.00 per week. However, either party shall have the right to petition the court for relief in case of a change in circumstances.

(7) Upon the execution of this agreement by Husband and subsequent approval by the Court, Wife agrees to waive all future claims for alimony and all other marital rights in and to the property of Husband.

(8) Wife has agreed to pay her attorney, Robert L. Jackson, a filing fee of $150.00 and in addition, Husband agrees to pay her attorney the sum of $200.00, if and when this divorce is granted.

This agreement made by and between the parties is subject to the approval of the Court.

WITNESS OUR HANDS, this 12th day of December, 1972.

William W. Woodward
HUSBAND

Patricia L. Woodward
WIFE

ATTEST:

WITNESS

Eugene Jackson
ATTORNEY FOR WIFE.

A D D E N D U M

It is agreed by the parties that each of them will be able to carry as a dependent on income tax returns one of the children so long as both are providing substantially for their support.

* * * * * * * *

The costs of this cause are taxed against the defendant, for all of which execution may issue, if necessary.

Enter This 9 Day of Apail

SPECIAL JUDGE

APPROVED:

Robert L. Jackson
Attorney for Complainant

5274 08/27 12.PM- CASH

I 45549

IDENTIFICATION REFERENCE

AUG 27 12 16 PM '84

REGISTER'S OFFICE
DAVIDSON COUNTY, TN

BOOK 6367 PAGE 735

68209 April 9, 1973 80C/983

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* PATRICIA LOVELL WOOLLARD, *Plaintiff, and* WILLIAM WALLACE WOOLLARD, *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* 27th *day of* August *in the year one thousand nine hundred and* eighty-four *and in the* two hundred ninth *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By V. L. Rowland, *D. C.*

Form #GR-117