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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

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BOOK 5621 PAGE 910

ROSE ANN JACKSON,	)	
	)	
vs.	)	NO. 84D-3865
	)	
OWEN REEVES JACKSON.	)	

FINAL DECREE

This matter came on for final hearing on the 20th day of May, 1985 and it appearing to the Court from the statement of the attorney for the husband that the husband desires to withdraw his answer and counterclaim filed herein and it further appearing to the Court that the wife is entitled to an absolute divorce upon the grounds of irreconcilable differences and that the following property settlement agreement entered into by the parties should be approved by the Court as being fair and equitable:

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

ROSE ANN JACKSON,	)	
	)	
vs.	)	NO. 84D-3865
	)	
OWEN REEVES JACKSON	)	

AGREEMENT

In this cause it appears to the court that wife has filed a complaint for absolute divorce and husband has filed an answer and counter-complaint and wife has filed an answer to the counter-complaint. It further appears to the court that the parties are desirous of settling

their custody and property rights all subject to the approval and sanction of the Court, and should the Court see fit to grant husband an absolute divorce in this cause on the grounds of irreconcilable differences, the parties have reached this agreement. The consideration for this agreement is the mutualcovenants and promises made by the parties.

1. Husband will have the full care, custody, and control of the parties' minor child and provide all support for him.

2. Husband will carry hospitalization and major medical insurance on the parties' minor child, and will provide proof on demand that he is doing so.

3. Husband will have all right, title and interest to five cemetery plots at Harpeth Hills, and wife will have all right, title and interest to two cemetery plots at Wood Lawn.

4. Husband will pay any remaining court cost.

5. Husband will receive all of the household furniture, furnishings, and fixtures, except the couch, two chairs and a table, that wife will receive.

6. Wife will have all right, title and interest to the real property in Jackson County, a description of which will be set out in the Final Decree.

7. Husband will have all right, title, and interest to the house or homeplace belonging to the parties and a full description will be set out in the Final Decree.

8. Husband will receive the 1977 Ford pick-up truck.

9. Wife will receive the 1979 Plymouth automobile.

10. Will will receive the approximate amount of $6,000.00 that she now has in the parties joint account.

11. Both parties agree that this agreement makes adequate and sufficient provision for the custody and maintenance of the parties' minor child, and for an

equitable settlement of the parties' property rights.

12. Each party will sign any memorandum, paper, writing, deed, title or written instrument in order to carry out the terms of this Agreement.

13. It is further agreed and understood that this Agreement is intended to be the final settlement of the property rights of the respective parties and is a full discharge of husband and wife from all other claims arising out of their marital relations and each party hereby waives and relinquishes to the other all rights or claims which each mayhave or hereafter acquire under the laws of any jurisdiction in the other's property, including without limitation, by waiver or dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent or disbtirubtion, alimony and support, rights to act as administrator or executor of the other's estate, and this Agreement applies to all property now owned by husband and wife and any property that either of them may acquire in the future. The wife and husband both acknowledge that the provisions of this Agreement are fair, adequate and satisfactory and accept them in full and final settlement of all claims and demands upon each other.

14. It is further understood and agreed by the parties that this Property Settlement Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any other reason not herein stated.

IN WITNESS WHEREOF, the parties have read this Agreement and have familiarized themselves with its contents and signed and executed this Agreement on the 10th day of May, 1985 as to the Wife and on the 9th day of May, 1985 as to the Husband.

/ss/ ROSE ANN JACKSON
ROSE ANN JACKSON

/ss/ OWEN REEVES JACKSON
OWEN REEVES JACKSON

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a notary public in and for said county and state the within named Rose Ann Jackson, who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal this 10 day of May, 1985.

/ss/ BEVERLY M. HOBBS
NOTARY PUBLIC

My Commission Expires: 10-19-86

Personally appeared before me, a notary public in and for said county and state the within named Owen Reeves Jackson, who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal this 9th day of May, 1985.

/ss/ PAM L. HAZELWOOD
NOTARY PUBLIC

My Commission Expires: 1-19-88

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the wife, Rose Ann Jackson, is awarded an absolute divorce upon the grounds of irreconcilable differences, and that the answer and counterclaim of the husband is dismissed;

IT IS, FURTHER ORDERED, ADJUDGED AND DECREED that the property settlement agreement set forth above is found to be fair and equitable and is approved by the Court;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the following described real property is hereby awarded to the husband and the interest of the wife in said property is hereby divested from her and awarded to the husband:

> Land in Davidson County, Tennessee, being Lot No. 119 on the Map of Urbandale, Section II, as of record in Book 1835, page 82, Register's Office for said County.
>
> Said Lot No. 119 fronts 50.27 feet on the easterly side of Hite Street and runs back 127.8 feet on the northerly line and 129.6 feet on the southerly line to a dead line in the rear measuring 54.51 feet thereon.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the following described real property is hereby awarded to the wife and the interest of the husband in said real property is hereby divested from him and awarded to the wife:

> A certain tract or parcel of land in the 6th Civil District of Jackson County, State of Tennessee, and bounded as follows:
>
> North by Highway No. 85; South by Marion Stafford; East by the lands of Mrs. Rose Ann Jackson, and, West by Pigg, containing by estimation eight acres, be the same more or less.
>
> This is the same property conveyed to O. R. Jackson, et ux by H. L. Page as of record

in Book R-1, Page 407-8, Register's Office for Jackson County, Tennessee;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the following described real property is hereby awarded to the wife and the interest of the husband in said real property is hereby divested from him and awarded to the wife:

> A certain tract or parcel of land in the 6th Civil District of Jackson County, State of Tennessee, as follows:
>
> Beginning at the road that goes down to Marion Stafford's, then up the old road to it hits the highway No. 85, or York Highway, then up said highway to a road that goes off said Highway toward a graveyard, out even to where a house sits this side the graveyard, or West side of the graveyard, then straight back down the hill, running West to the hollow, then with the hollow and down said hollow to the Ollie Stafford line with the branch, then up the hill with the Ollie Stafford line to where the Rosa Ann Scott Jackson line joins the Ollie Stafford line, then with the road to the beginning, containing by estimation eight (8) acres, be the same more or less.
>
> Being the same proerty devised to George W. Scott by will of Martin V. Scott of record in Will Book 1, page 43, County Court Clerk's Office for Jackson County, Tennessee.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the following described real property is hereby awarded to the wife and the interest of the husband in said real property is hereby divested from him and awarded to the wife:

> "BEGINNING on the Big Apple Tree named in the above described tract of land, and running up the old Road to the road that goes down to Marion Stafford's land, then running with Ollie Stafford's line back to where the above tract joins, then back to the spring named in the John Scott tract, so as to give this and the other tract of land named above the use and benefit of said spring, then a straight line back to the Big Apple Tree, containing by estimation Eight (8) acres, be the same more or less."
>
> This is the same property conveyed by Will of Martin V. Scott, dated August 30, 1950, recorded in Will Book 1, page(s) 43-47, in the County Court Clerk's Office for Jackson County, Tennessee.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the husband shall pay all remaining court costs for all of which execution may issue if necessary.

ENTERED This 20th Day Of May, 1985.

DONALD ARKOVITZ
Special Judge

APPROVED FOR ENTRY:

Edward F. Bell
EDWARD F. BELL
Attorney for the Wife
Suite 901, Stahlman Bldg.
Nashville, TN 37201
(615) 244-0749

CERTIFICATE OF SERVICE

A copy of the foreging Final Decree was mailed to Mr. Jack Butler, ATtorney at Law, First American Center, Nashville, TN 37238 on the 20th day of May, 1985.

Edward F. Bell
EDWARD F. BELL

25833

IDENTIFT REFERENCE

AUG 5 10 07 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

BOOK 6621 PAGE 917

mail
Jack Butler
atty
1st Comm Cent
37238

STATE OF TENNESSEE

I, **GEORGE L. ROOKER,** *Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the* Fourth *Circuit Court for Davidson County, Tennessee, on the* twenty-third *day of* May, *19* 85, *in Case Number* 84D-3865 *between* Rose Ann Jackson *Plaintiff, and* Owen Reeves Jackson *Defendant, as same remains of record in Book* 144C, *Page* 1857 *of the Minutes of said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* eighth *day of* July *in the year one thousand nine hundred and* eighty-five *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Virginia Laar *D.C.*

Form #GR-117