FILED

SEP 1 1982

GEORGE L. BAKER, Clerk

By _____ Deputy

3/8/1416

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ROBERT L. CRISWELL	)	
	)	
Plaintiff	)	
	)	
vs.	)	NO. 82D-1355
	)	
BETTY JEAN CRISWELL	)	
	)	
Defendant	)	

51-1

Par 7 Js

FINAL DECREE

BOOK 5635 PAGE 886

This cause came on to be heard this 30th day of August, 1982, before the Honorable James Swiggart, Judge, on the complaint of the Plaintiff, testimony of the Plaintiff, statement of counsel for the Plaintiff and the entire record. From all of this the Court is of the opinion and finds that the parties are experiencing irreconcilable differences and that the Plaintiff should be awarded an absolute divorce from the Defendant and restored to all of the rights and privileges of an unmarried person.

It is, therefore, ORDERED, ADJUDGED and DECREED that the Plaintiff Robert L. Criswell be, and he is hereby, awarded an absolute divorce from the Defendant Betty Jean Criswell and restored to all of the rights and privileges of an unmarried person.

The Court is of the opinion and further finds that the parties have entered into a property settlement and custody agreement and affirmatively finds that the parties have made adequate and sufficient provisions by written agreement for the custody and maintenance of the parties' minor child, for the equitable settlement of the property rights between the parties and that said property settlement and custody agreement is in words and figures as follows:

1. The custody of the parties' minor daughter Kimberely Dawn shall be vested equally in the Husband and Wife as it is intended that they shall have joint custody of the parties' minor child and that each party be responsible for the support and maintenance of the minor child at such time as she is living with that party and that neither party shall contribute to the other party toward this support, but at such times as the minor child is in need of a babysitter, the parties shall divide equally the cost of the babysitter. The parties have already divided all the furniture and household furnishings and each has in his or her possession that portion of the parties' jointly

held household furnishings as each is entitled to. The parties own certain real property at 1014 New Due West Avenue and the title to said property shall be vested with the Husband and any interest the Wife has therein shall be divested from her and vested in the Husband in the property as described below:

> Land in Davidson County, Tennessee, being the easterly 50 feet of Lot No. 13 on the Map of Due West Valley Acres, not of record, and described according to a survey of John Kohl, dated December 2, 1968, as follows:
>
> Beginning at a point in the northerly margin of New Due West Avenue, said point being located 1905.97 feet east of the intersection of the northerly margin of New Due West Avenue and the easterly margin of Dickerson Road; thence Northwardly 588.7 feet, more or less, to a point; thence eastwardly 50 feet to a point; thence southwardly 592.95 feet to a point at the northerly margin of New Due West Avenue; thence with said margin westwardly 50 feet to the point of beginning.

2. The Wife has purchased a 1974 12' x 64' house trailer which is located at 3703 Dickerson Road, Lot 46 and the title to said house trailer shall be vested solely in the Wife's name and any interest which the Husband may have therein is divested from him and vested in the Wife.

3. Both parties agree to execute any and all documents necessary in the transfer of ownerhsip of any of the property mentioned herein.

4. The Husband and Wife stipulate and agree that this agreement is in keeping with the best interest and ultimate welfare of both parties and their minor child. This agreement constitutes the entire contract made between the parties and further that the parties hereby acknowledge that the provisions of this agreement as to the property settlement and custody of the parties' minor child are fair, adequate, reasonable and satisfactory and that they accept these provisions in full satisfaction of all obligations of the Husband and Wife to each other as hereinbefore provided.

It is further ORDERED, ADJUDGED and DECREED that the Plaintiff shall pay all of the costs of this case for which let execution issue if necessary.

JUDGE

M. NORRIS JENKINS

Attorney for Plaintiff

CERTIFICATE OF SERVICE

BOOK 5635 PAGE 888

I hereby certify that a copy of the foregoing Final Decree was mailed this 31st day of August, 1982, to Defendant Betty Jean Criswell 3703 Dickerson Road, Nashville, TN 37207.

M. NORRIS JENKINS

M. Norris Jenkins
Attorney for Plaintiff

30392

IDENTIFICATION REFERENCE

AUG 21 2 16 PM '85

FELIX Z. ZOLLICOFFER REGISTER
DAVIDSON COUNTY, TN

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* Sixth *Circuit Court for Davidson County, Tennessee, on the* first *day of* September, *19* 82, *in Case Number* 82D-1355 *between* Robert L. Criswell *Plaintiff, and* Betty Jean Criswell *Defendant, as same remains of record in Book* 31B, *Page* 1416 *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* 21st *day of* August *in the year one thousand nine hundred and* eighty-five *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Gaylon Eddings *D.C.*