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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

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MARY COLEMAN (HOLSTON) LEWIS)

VS.) NO. 93065

BENJAMIN EDWARD LEWIS)

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FINAL DECREE

This cause came on to be heard on the 15th day of December, 1978 before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original bill of divorce heretofore filed by the Complainant, upon the answer of the Defendant and upon an agreed order withdrawing the Defendant's answer and setting the matter on the uncontested docket for hearing. From the testimony of the Complainant given in open court and upon the submission of a property settlement agreement executed by both the parties from all of which the Court finds that the property settlement agreement should be approved and that the Complainant be granted a divorce on the ground of irreconcilable differences.

It is, therefore, ORDERED, ADJUDGED AND DECREED by the Court that the Complainant, Mary Coleman (Holston) Lewis is awarded an absolute divorce from the Defendant Benjamin Edward Lewis and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved and the Complainant is restored all the rights and privileges of an unmarried person.

It is, therefore, ORDERED, ADJUDGED AND DECREED by the Court that the property settlement agreement dated December 15, 1978 entered into by and between the parties is approved by the Court. Said agreement is set out below in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT entered into by and between MARY COLEMAN (HOLSTON) LEWIS, hereinafter referred to as "wife" and BENJAMIN EDWARD LEWIS, hereinafter referred to as "husband";

WITNESSETH:

WHEREAS, wife and husband are married, but have experienced marital difficulties; and

WHEREAS, there is pending in the Fourth Circuit Court of

Davidson County, Tennessee, a petition for absolute divorce filed by the wife; and

WHEREAS, husband and wife desire to settle their property matters, subject to the approval of the Court, which Property Settlement Agreement, upon approval of the Court, would become a part of any final decree entered in this cause;

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. There are certain policies of insurance upon the life of the husband and owned by the husband to which the wife is the beneficiary. These are policy No. 1025-37-27 with Mutual of New York, No. 2228383 and No. 1-014-611 with Liberty National Life Insurance Company. The parties agree that ownership of the above described insurance policies shall be divested out of the husband and vested solely in the wife and that the husband will execute such documents with the insurance company to effectuate the same and the wife shall be responsible for payment of the premiums on these insurance policies.

2. The parties are owners of property located at 2426 Kimberly Drive, Nashville, Tennessee 37214. It is agreed by and between the parties that said property shall be divested out of the husband and vested solely in the wife and that the wife shall be responsible for payments thereon. Said property is more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 330, on the Plan of Sunset View, Section 6, as of record in Book 2900, page 54, Register's Office for said County.

Said Lot No. 330 fronts 100 feet on the northerly side of Kimberly Road, and extends back 234.4 feet on the easterly line and 255 feet on the westerly line to a dead line, measuring 102.2 feet thereon.

Being the same property conveyed to Benjamin E. Lewis, and wife, Mary C. Lewis, by deed from Frank H. Dial and wife, Bette B. Dial, of recorded in Book 4427, page 246, Register's Office for Davidson County, Tennessee.

3. The parties own a 1978 Pontiac Ventura automobile that is jointly titled and is subject to an indebtedness due Mid-State Educator's Credit Union. The parties agree that title to said automobile be divested out of the husband and vested solely in the wife and that husband will execute any documents necessary to effectuate the same. Wife will be responsible for payments on said automobile.

4. The parties are indebted to the Small Business Administration as a result of a loan made by husband. The parties agree that husband will be responsible for the payment of the loan to the Small Business Administration in the amount of $158.00 per month and husband will hold wife harmless.

5. The parties agree that all household goods shall be divested out of husband and vested solely in the wife except for the personal property belonging to the husband.

IN WITNESS WHEREOF, the parties have executed this agreement the _____ day of _____, 1978.

/s/
MARY COLEMAN (HOLSTON) LEWIS

/s/ Philip Robinson
WITNESS

/s/
BENJAMIN EDWARD LEWIS

/s/ Pamela Ann Stornton
WITNESS

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

Entered this 8 day of JAN, 1978.

BENSON TRIMBLE, JUDGE

APPROVED FOR ENTRY:

Robert H. Schwartz
Attorney for Complainant
213 Third Avenue North
Nashville, Tennessee 37201

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing decree was mailed to Mr. Benjamin Edward Lewis, 601 Washington Street, Marionville, Missouri 65705 this 27th day of December, 1978.

Robert H. Schwartz

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* 15th *day of* Dec. *,19* 78*, in Case Number* 93065 *between* Mary Coleman Lewis *Plaintiff, and* Benjamin Edward Lewis *Defendant, as same remains of record in Book* 110C*, Page* 2205 *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* 5th *day of* Nov *in the year one thousand nine hundred and* 85 *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By L Dyer *D.C.*