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GEORGE L. ACKER, CLERK

D. Bayne D.C.

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

JOYCE ANNETTE VANTREASE SMITH, *

PLAINTIFF, *

vs. * NO. 85D-2003

CARL BRANTLEY SMITH, *

DEFENDANT. *

BOOK 6711 PAGE 43

FELIX Z. WILSON III, REGISTER
DAVIDSON COUNTY, TN
Nov 18 10 47 AM '85
IDENTIFICATION REFERENCE
53622

ORDER

This matter came on to be heard on this the 12th day of November, 1985, before the Honorable Jim Everett, Judge of the Probate Court for Davidson County, Tennessee, upon the original Complaint of Joyce Annette Vantrease Smith for absolute divorce and upon the testimony adduced in open Court, the statements of counsel made in open Court, and upon the entire record, from all of which the Court finds that there is no reasonable hope for a reconciliation by and between the parties, based upon statements made in open Court and that in behalf of society as well as in behalf of the principals, based upon the proof in this cause; the Court is of the opinion that the Plaintiff, Joyce Annette Vantrease Smith, should be awarded an absolute divorce on the statutorily alleged ground of irreconcilable differences.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the parties should be and they are hereby dissolved and severed and an absolute divorce is awarded to the Plaintiff and the parties are restored to the rights, privileges and responsibilities of unmarried persons.

A Property Settlement Agreement has been reached on an amicable basis between the parties, which agreement is in all things fair and equitable and which agreement is signed by each of the parties to this cause.

Accordingly, the Property Settlement Agreement is as follows:

IN THE CIRCUIT COURT, DIVISION ....., FOR DAVIDSON COUNTY, TENNESSEE, AT NASHVILLE

JOYCE ANNETTE VANTREASE SMITH,	*	
	*	
PLAINTIFF,	*	
	*	
	*	
vs.	*	NO. .....
	*	
	*	
CARL BRANTLEY SMITH,	*	
	*	
DEFENDANT.	*	
	*	

PROPERTY SETTLEMENT AGREEMENT

This Agreement made and entered into this 15th day of July, 1985, by and between the parties Joyce Annette Vantrease Smith hereinafter referred to as "Wife" and Carl Brantley Smith hereinafter referred to as "Husband".

WITNESSETH:

WHEREAS, the parties hereto were married on the October 21, 1972 and irreconcilable differences have developed between the parties, and

WHEREAS, a suit for divorce on the grounds of irreconcilable differences has been filed by the parties in the Circuit Court of Davidson County, Tennessee, and

WHEREAS, both parties desire to enter into an agreement pertaining to the settlement of their property rights and the allocation of debts incurred during the marriage;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter contained, the parties do mutually agree as follows:

1. That the Plaintiff, Wife, be awarded the exclusive care, custody and control of the parties' minor children, with the Defendant to have reasonable visitation with said children, at suitable times and places.

2. That the Defendant, Husband, shall pay the sum of Six Hundred ($600.00) Dollars per month as child support, and shall maintain health insurance on said children.

3. The house and lot known as 3223 Cloverwood Drive, Nashville, Tennessee, be vested in the parties as tenants in common, and Wife and the minor children shall live in the home until such time as the youngest child attains the age of 18 years, or until Wife shall remarry, whichever shall occur first,

at which time the property shall be sold and the equity divided equally between Wife and Husband.

4. The Husband shall pay the monthly payments on said house and lot in the amount of $155.00 per month and shall pay all taxes and insurance on said house until sold as provided above. The maintenance on said house shall be divided equally between Husband and Wife.

5. All household appliances and furnishings shall be awarded to the Wife.

6. All right, title and interest of the Husband in and to the 1978 Mercury Cougar automobile is divested out of him and vested solely in the Wife.

7. All right, title and interest of the Wife and in the 1985 Cougar automobile is divested out of her, and vested solely in the Husband, with the Husband to assume and pay all indebtedness due thereon, and shall hold Wife harmless therefrom.

8. All of Husband's right, title and interest in and to one (1) Suzuki 4-wheeler is divested out of him, and vested solely in Wife.

9. That all of Wife's right, title and interest in and to one (1) Suzuki 4-wheeler is divested out of her, and vested solely in the Husband.

10. All of Wife's right, title and interest in and to the Suszuki 1150 motorcycle is divested out of her, and vested solely in Husband, with Husband to pay any and all indebtedness to First Tennessee Bank, and hold Wife harmless therefrom.

11. The Husband is awarded his stero set, tools, clothing and personal articles.

12. The Husband is awarded the 100 shares of the family corporation for which he works.

13. The Husband is responsible for the payment of all debt incurred by use of credit cards and Wife is relieved of any responsibility therefor.

14. The Husband is awarded his gun collection.

15. The cemetery lots owned in Hermitage Memorial Gardens shall be held by the parties as tenants in common.

16. Husband shall pay Wife's Attorney fees and the costs of this cause.

17. The parties agree to execute such instruments as are necessary to carry out the terms of this property settlement agreement. They agree that neither shall unreasonably withhold or delay the execution of any instruments which are necessary to effectuate this property settlement agreement.

19. The Husband shall claim the oldest child for income tax purposes as an exemption and the Wife shall claim the youngest child for income tax purposes as an exemption.

This Agreement constitutes the entire property settlement agreement between the parties and it is hereby agreed that this property settlement agreement is superior to any other property settlement agreement made by the parties and makes null and void any other property settlement agreement entered into by them, and this property settlement agreement is satisfactory to each of them which fact each of them hereby acknowledges with their signatures.

WITNESS our hands, this the 15th day of July, 1985.

Joyce Annette Vantrease Smith
JOYCE ANNETTE VANTREASE SMITH

Carl Brantley Smith
CARL BRANTLEY SMITH

STATE OF TENNESSEE
COUNTY OF Wilson

On this 15th day of July, 1985, before me personally appeared, Joyce Annette Vantrease Smith, who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and seal, this the 15th day of July, 1985.

James T. Kinnard
NOTARY PUBLIC

My commission expires:
Jan 2, 1986

STATE OF TENNESSEE
COUNTY OF Wilson

On this 15th day of July, 1985, before me, personally appeared Carl Brantley Smith, who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and seal, this the 15th day of July, 1985.

James T. Kinnard
NOTARY PUBLIC

My commission expires:
Jan 2, 1986

This Property Settlement Agreement set out herein is in all things and matters confirmed and ratified.

JUDGE

The Property Settlement Agreement set out herein is in all things and matters confirmed and ratified by the Court and is made a part of the Decree and Judgment of the Court.

The costs of this cause are hereby adjudged against the Defendant, for which execution may issue if necessary.

JIM EVERETT, PROBATE JUDGE

11-12-85

APPROVED:

JAMES H. KINNARD
ATTORNEY FOR PLAINTIFF

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* Probate *Circuit Court for Davidson County, Tennessee, on the* Twelfth *day of* November, *19* 85, *in Case Number* 85D-2003 *between* Joyce Annette Vantrease Smith *Plaintiff, and* Carl Brantley Smith *Defendant, as same remains of record in Book* 32A, *Page* 571 *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* 18th *day of* November *in the year one thousand nine hundred and* Eighty-Five *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Virginia Laaro *D.C.*

Form #GR-117