6-16-78
108C/1914

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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PARCEL
43

TERESIA ANN PULLEY BROOKS)
)
)
)
-vs-) NO. 86615
)
) BOOK 6730 PAGE 414
)
JOHNNY RAY BROOKS)

FINAL DECREE

This cause came on to be heard this 9th day of June, 1978 before the Honorable Benson Trimble, Judge, upon the original bill and the entire record. From all of the foregoing, it appears to the Court that the parties have encountered certain irreconcilable differences within their marriage.

It is accordingly ORDERED, ADJUDGED AND DECREED that plaintiff be, and she is hereby awarded an absolute divorce from defendant, and that she be restored to all of the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement signed by the parties be in all things incorporated into this Final Decree and made the Order of this Court. Said Property Settlement Agreement is in words and figures as follows:

"PROPERTY SETTLEMENT AGREEMENT"

"THIS AGREEMENT made and entered into on this 8th day of February, 1978 by and between TERESIA ANN PULLEY BROOKS, hereinafter referred to as 'Wife' and JOHNNY RAY BROOKS, hereinafter referred to as 'Husband',

"WITNESSETH:"

"WHEREAS, the parties desire to settle all matters pertaining to child custody, child support and other monetary and personal belongings, agree as follows:

"1. Wife will have the care, custody and control of the minor child, Patrick Ross Brooks with reasonable rights of visitation afforded husband.

"2. Husband will pay directly to wife the sum of One Hundred Fifty ($150.00) Dollars per month as child support payable by the 15th day of each and every month, commencing February 15, 1978.

"3. All right, title and interest of husband in and to the real property situated at 208 Dodson Chapel Road, Hermitage, Davidson County, Tennessee, shall be divested out of him and vested in wife, and wife shall be solely responsible for mortgage payments thereon and will hold husband harmless therefrom, including payments for upkeep on said property until such time as it may be sold. At such time as the house may be sold or wife re-marries, she will pay husband one-half of the equity in the house less whatever amounts are due and owing on repairs made before this date.

"4. Wife will pay the account to Sears for repairs on the home at 208 Dodson Chapel Road, which includes carpeting in the den, a new roof, three storm doors, new guttering for the entire house and insulation with a balance of Three Thousand, Three Hundred ($3,300.00) Dollars.

"5. Wife will pay Commercial Credit a balance of Six Hundred ($600.00) Dollars for one Zenith color television set which she will keep.

"6. Wife will pay General Electric Credit Corporation a balance of One Hundred Fifty-Six ($156.00) Dollars for a dining room suite which she will keep.

"7. Wife will pay the balance of a revolving charge account at J. C. Penney Company, and these accounts shall be transferred to her name only.

"8. Wife will receive the following household items: dining room suite, stove and refrigerator, etagere, oak table, rocking chair, black living room suite, television, stereo, bar and table, bedroom suite, child's furniture, washer and dryer, and all accessories related to the above.

"9. Husband will receive the following household items: maple bedroom suite, maple desk, bookcases, books and tools.

"10. Husband and wife will each pay one-half of the attorney fee to J. W. Rutherford, the balance being Two Hundred Fifty ($250.00) Dollars.

"11. Wife will proceed to trial on an uncontested basis on the grounds of irreconcilable differences.

"12. It is further agreed by the parties, and each of them, subject to the approval of the Court, that this Agreement be incorporated into the Final Decree of Divorce at such time as the divorce may be granted.

"The parties herein also agree and understand that if they should become reconciled or if the Court for any reason should fail to grant a divorce, this Agreement shall become null and void and for nothing held.

"The parties, and each of them, by the execution of this Agreement, hereby mutually agree to sign any document and/or instrument which may become necessary in order to carry out and comply with the terms herein contained.

"IN WITNESS WHEREOF, the parties, and each of them, have hereunto set their hands on the day and date first above written.

/s/ Teresia P. Brooks
TERESIA ANN PULLEY BROOKS ('Wife')

/s/ Estherline Pulley
WITNESS

/s/ Johnny R. Brooks
JOHNNY RAY BROOKS ('Husband')

/s/ Jeannie R. Gleaves
WITNESS"

All of the foregoing is accordingly ORDERED, ADJUDGED AND DECREED by the Court, for which execution will issue, if necessary.

It is further ORDERED, ADJUDGED AND DECREED, pursuant to said Property Settlement Agreement, that all right, title and interest of Johnny Ray Brooks in and to the real property situated at 208 Dodson Chapel Road, Hermitage, Davidson County, Tennessee, be divested out of him and vested in Teresia Ann Pulley Brooks, and the said Teresia Ann Pulley Brooks shall be solely responsible for said mortgage payments thereon and will hold Johnny Ray Brooks harmless therefrom, including payments for upkeep on said property until such time as it may be sold. Said property is more fully described as follows:

"Land in Davidson County, Tennessee being Lot 81 on the plan of Dodson Heights as of record in Book 2900, page 113, Register's Office for Davidson County, Tennessee, to which said plan reference is here made for a complete legal description of said lot.

"Said Lot No. 81 is described as follows:

"Beginning at an iron pin in the southerly margin of Dodson Chapel Road, the common front corner of Lots No. 80 and 81; thence with the line between said lots southerly 94.4 feet to a concrete monument at the common rear corners of Lots 81, 80 and 82; thence with the line between Lots No. 81 and 82 southwesterly 98.0 feet to an iron pin in the easterly margin of Cortez Court; thence with said margin of Cortez Court northwardly 75.0 feet to a concrete monument; thence

continuing with said margin of said court northwardly 37.1 feet to a concrete monument at the beginning of a curve having a radius of 25 feet; thence with said curve northeastwardly 39.27 feet to a concrete monument in the southerly margin of Dodson Chapel Road; thence with said margin of said road eastwardly 80.0 feet to the point of beginning.

"Being the same property conveyed to Johnnie R. Brooks and wife, Teresia Ann Brooks by deed from Evelyn A. Goddard, unmarried, of record in Book 4590, page 534, Register's Office for Davidson County, Tennessee."

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

Enter this 16 day of June, 1978.

BENSON TRIBBLE, JUDGE

APPROVED FOR ENTRY:

J. W. RUTHERFORD
Attorney for Plaintiff

A COPY OF THIS PLEADING
HAS BEEN FURNISHED Defendant,
~~ADVERSARY COUNSEL OF RECORD~~,
AS REQUIRED BY T.C.A. 20-714,
ON THIS June 13, 1978,
RUTHERFORD, CROCKETT, & GUENTHER
By J. W. Rutherford

BOOK 6730 PAGE 418

59400

IDENTIFICATION REFERENCE

DEC 9 11 58 AM '85

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

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* Sixteenth *day of* June, *19*78, *in Case Number* 86615 *between* Teresia Ann Pulley Brooks *Plaintiff, and* Johnny Ray Brooks *Defendant, as same remains of record in Book* 108C, *Page* 1716 *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* 9th *day of* December *in the year one thousand nine hundred and* Eighty-Five *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Virginia Lacy, *D.C.*

Form #GR-117