IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE, AT NASHVILLE

MARIJO THOMPSON BARRY)
)
VS.) No. 48008
)
ROBERT ERNEST BARRY)

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MAP 61-4 PARCEL 43 dd

D E C R E E

This cause came on to be heard on this the 12th day of January, 1967, before the honorable Shelton Luton, Judge of the Probate Court for Davidson County, Tennessee, upon petition of the complainant for an absolute divorce, answer of the defendant to the petition, amended and supplemental bill of the complainant and answer to said amended and supplemental bill of the defendant, testimony of witnesses in open Court, and the entire record in the cause, the defendant electing not to appear and the matter being heard uncontested from all of which it appearing to the Court that the grounds of the complainant, Marijo Thompson Barry, are well taken;

IT IS, THEREFORE, ACCORDINGLY ORDERED, ADJUDGED AND DECREED by the Court that the defendant has been guilty of such cruel and inhuman treatment or conduct toward the complainant as renders cohabitation unsafe and improper or for her to be longer under defendant's dominion and control, and the complainant, Marijo Thompson Barry, should be and hereby is awarded an absolute divorce from the defendant Robert Ernest Barry and the bonds of matrimony between the parties are herely forever dissolved and complainant is restored to all the rights and privileges of an unmarried person.

It further appearing to the Court that the parties hereto have heretofore entered into an agreement concerning the joint custody of the children of the parties, the disposition of the real and personal property, etc., all of which the Court approves, ratifies and confirms, and said agreement is made a part of this Decree. Said agreement is as follows:

(here copy agreement)

It is further, ORDERED, ADJUDGED AND DECREED that the costs of this cause are assessed to the defendant, for which execution may issue if necessary.

Shelton Luton
JUDGE

Approved for entry:

Joe P. Binkley, Solicitor for Complainant

[illegible] for Defendant

This is to certify that a copy of the foregoing pleading has been furnished counsel of record
This 16 day of Jan, 1967

PROPERTY SETTLEMENT AGREEMENT

This agreement made and entered into by and between Marijo Thompson Barry and Robert Ernest Barry, hereinafter referred to as complainant and defendant, both parties being citizens and residents of Davidson County, Tennessee:

WITNESSETH:

Whereas, certain irreconcilable differences have arrisen between the parties resulting in their separation and living apart, it being the intention of each to live apart for and during the remainder of their natural lives, and whereas, the Complainant has filed a bill for divorce against the defendant in the Fourth Circuit Court for Davidson County, Tennessee and the Defendant has filed an answer and cross-bill against the Complainant which was answered by the original Complainant, said causes being styled as Marijo Thompson Barry -vs- Robert Ernest Barry, Rule No. 48008, and whereas, in the event of a decree of divorce is granted to either party in the above styled cause, the parties hereto desire to amicably settle all matters relating to distribution of their property, child support and alimony, and whereas, the parties are familiar with the entire holdings of each other, financial condition, net person worth and with one another's income and sorces of income.

Now therefore, the parties, with mutual consideration hereinafter submitted, mutual covenants and a consideration of the promises as set out heretofore, and further consideration of $10.00, cash in hand paid, receipt of which is hereby acknowledged, the parties wish to make possessions for the division of their property and alimony, have agreed as follows, subject to the approval of this Honorable Court:

1. Complainant agrees to deed to the Defendant all rights, title and interest in and to the residence now owned as tenants by entireties by the parties, same being located at 4411 Brush Hill Road. In turn, the Defendant will surrender to the Complainant the following items of furniture: 1 - Three Piece Bedroom Suite; 1 - Piano; 1 - Dinnette Barrell Set consisting of 4 chairs and 1 table; 2 - rockers, 1 large,

1 small; 2 - High Back Chairs; 2 - Tables; 2 - Lamps; 1 - Mirror Set; 1 - Sewing Machine.

2. During the nine months of a school year, the two minor children of the parties, namely, Robert Bryant Barry, age 12 and David Mark Barry, age 10, will remain with the Defendant and attend school where they are now attending. The Defendant will furnish at all times, adequate care, control and supervision of the minor children, the Mother to have them on the weekends, each and every weekend, throughout the nine month period. At the end of the school term, the Complainant will then have custody of the said minor children until the following school term, with the exceptions of the weekends, which they will spend with their father, the Defendant, the children being more able to participate in sports and sporting events while in the custody of their father.

3. It is further agreed by and between the parties that the money now invested in the savings account at Third National Bank in the name of the minor children, with Mr. Barry as Co-signer, be placed in Trust with the Third National Bank and that any withdrawals by the parties can only be made by the signature of both the Complainant and the Defendant and the two minor children.

4. It is further understood and agreed that all rights, title and interest in and to the Beauty Salon located in the Stahlman Building be divested out of the Defendant and vested in the Complainant.

5. It is further agreed by and between the parties that the right, title and interest in and to the Beauty Salon which the Complainant is planning on opening, located in the Baker Building on Terrace Place in Davidson County, Tennessee, be divested out of the Defendant and vested in the Complainant, and that he be relieved of all the responsibility of the debts in both the business in the Stahlman Building and the business in the Baker Building.

6. It is further agreed by and between the parties that the Defendant will pay the Court costs in this cause, but the solicitor's fee of their respective solicitors will be paid by the respective parties.

7. It is further agreed and understood between the parties that if the above settlement agreement is approved by this Honorable Court, the same will be copied verbatim in the final decree.

IN WITNESS WHEREOF, the parties have hereunto set their signatures this the _____ day of _____, 1966.

Marijo Thompson Barry
Marijo Thompson Barry

Robert Ernest Barry
Robert Ernest Barry

A. C. Anderson
Witness

Joe P. Binkley
Joe Binkley
Attorney for Complainant

West M. Coss
West M. Coss
Attorney for Defendant

DEC 12 9 49 AM
FELIX Z. WILSON
DAVIDSON CO.

IDENTIFICATION REFERENCE

60330

nine hundred and seventy-two and in the 197th year of American Independence.

GEORGE L. ROOKER, Clerk.

By Lucy Woods, D. C.