11-5-1435

Map 148-14
Par. 20

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ROBENA NIAGER TIDWELL

PLAINTIFF

VS. CASE NUMBER 80-D-3221

JOHNNIE TIDWELL

DEFENDANT

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FINAL DECREE

This cause came on to be heard this 5th day of December, 1980, before the Honorable Benson Trimble, JUDGE, upon the complaint of the Plaintiff, service upon the defendant, a notarized property settlement agreement, a default judgment, the testimony of the plaintiff in open Court, and the entire record. From all of which, the Court was of the opinion that the Plaintiff was entitled to a divorce upon the grounds of Irreconcilable Differences.

IT IS THEREFORE, ORDERED AND DECREED that the Plaintiff be and is hereby awarded an absolute divorce and restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED that the Property Settlement Agreement submitted by the parties is hereby approved by the Court and incorporated into this Final Decree, to-wit:

PROPERTY SETTLEMENT AGREEMENT

L. The wife shall be awarded the lot and house of the parties, and the Court at the final hearing in this cause will divest all interests out of the husband and vest it in the wife, of the following described property:

Land in Davidson County, Tennessee, being Lot No. 115 on the Map of Locustwood, Section 2, of record in book 2331, page 147, Register's Office for Davidson County, Tennessee

Said Lot No. 115 fronts 70 feet on the easterly side of East Ridge Drive and runs back 222.5 feet on the northerly line and 222.7 feet on the southerly line to a dead line on which it measures 70 feet.

And being the same property conveyed to Johnnie Tidwell and wife, Robena Tidwell, by deed of record at page 748 of book 4111, Register's Office of Davidson County, Tennessee.

2. It is further agreed by the parties that the wife shall pay and assume all obligations of the first mortgage against the said house and that the husband will assume and pay all obligations from the second mortgage against the said house until the said mortgages are paid in full.

3. The wife is to receive the furniture and contents of the said house.

4. Care and custody of the minor children of the parties shall be vested in the wife, allowing the husband reasonable visitation rights.

5. The husband hereby agrees to pay the sum of $100.00 per week as child support during the minority of the said children directly to the wife.

6. The wife shall keep and maintain hospital insurance for the benefit of the said children.

7. The husband shall be allowed to claim Stephanie Tidwell as his dependant for income tax purposes and the wife shall be allowed to claim Johnnie Tidwell as her dependant for income tax purposes.

8. The 1978 T-bird automobile shall be the property absolutely of the wife and she agrees to pay off any indebtedness thereon.

9. The 1979 Gremlin automobile shall be the property absolutely of the husband and he agrees to pay any indebtedness thereon.

10. The husband hereby agrees to pay the legal and court costs for this divorce.

From and after the date of this instrument, the parties agree to be solely responsible for any indebtedness owed by each of them in their individual names.

Each party acknowledges that the provisions in this agreement are fair, adequate, and satisfactory and accepts them in full and final settlement of all claims and demands and fully discharges the other from all such claims and demands except as provided in this agreement.

Each of the parties to this agreement agree to sign any deeds, bills of sale, or other written instruments that will be or may be necessary to carry out the intent of this agreement.

IT IS FURTHER UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT THIS AGREEMENT IS ENTERED INTO WITHOUT ANY UNDUE INFLUENCE, FRAUD, COERCION, OR MISREPRESENTATION OR FOR ANY REASON NOT HEREIN STATED. BOTH PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS BEING ENTERED INTO VOLUNTARILY.

This instrument is the entire agreement between the parties. Both parties acknowledge receipt of a copy of this agreement.

In Witness Whereof, the parties have subscribed their names on the day and date above shown.

IT IS FURTHER ORDERED that the husband shall pay the costs of this cause.

ENTER this _____ day of _____, 1980.

JUDGE

12-5-80

APPROVED FOR ENTRY:

LEON PERRY,

ATTORNEY FOR PLAINTIFF

cc: Johnnie Tidwell

3936 East Ridge Drive

Nashville, Tn. 37211

67379

IDENTIFICATION REFERENCE

Nov 26 11 45 AM '86

[illegible] REGISTER
[illegible] COUNTY, TN

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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* 9th *day of* Dec, 19 86, *in Case Number* 80D-3221 *between* Robena Yeager Tidwell *Plaintiff, and* Johnnie L. Tidwell *Defendant, as same remains of record in Book* 119B, *Page* 1425 *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* 26 *day of* Nov *in the year one thousand nine hundred and* 86 *and in the* 211th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By L Ayer *D.C.*

Form #GR-117