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IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

52-2
105

DIANE REXINE FORD,

Plaintiff

VS.

NO. 91150

ARDEN DANNY FORD,

Defendant

JAN 14 11 06 AM '87
FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

83589

D E C R E E

This cause came on to be heard on this the 6th day of February, 1979, before the Honorable Stephen North, Judge of the Fifth Circuit Court for Davidson County, Tennessee, upon the original and amended complaint of the plaintiff, withdrawal of cross-complaint and answer previously filed by the defendant, testimony of the plaintiff, statement of counsel and the entire record in this cause from all of which it satisfactorily appeared to the Court that the plaintiff is entitled to an absolute divorce from the defendant upon the grounds of irreconcilable differences. It further appeared that the property settlement previously entered into by and between the parties should be approved.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff be and she is hereby granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person, including the restoration of her maiden name, Jackson.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the written agreement heretofore entered into by and between the parties be and the same is hereby approved and made a part of this Decree, said agreement being as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this the 14th day of December, 1978, by and between Diane Rexine Ford, hereinafter called, "WIFE", and Arden Danny Ford, hereinafter called "HUSBAND".

W I T N E S S E T H:

WHEREAS, unhappy differences have arisen between the parties, and wife filed a suit for divorce on March 13, 1978, in the Fifth Circuit Court for Davidson County, Tennessee, same being Rule No. 91150, and husband filed cross-complaint; and

WHEREAS, the parties are desirous of settling all controversies in said suit concerning alimony, and a division of property, because the differences that exist between the parties are not reconcilable.

NOW, THEREFORE, the parties agree as follows:

1. Wife shall have as her sole, separate and absolute property the large bedroom suite, bedspread, curtains, living room suite (sofa - chair), coffee table, end table, two lamps, kitchen table and chairs and bean bag chair and all personal property now in her possession, including all of her personal belongings and photographs. Husband agrees to pay the balance due on said property and save wife harmless from any obligation thereon. Wife shall also have as her sole, separate and absolute property the 1975 Astro automobile.

2. Husband shall have as his sole, separate and absolute property the washer and dryer, dishwasher, refrigerator, small bedroom suite and motorcycle. Husband shall pay any indebtedness and balance due on the above property and save wife harmless from any obligation thereon.

Husband shall have as his sole, separate and absolute property the house and lot located at 737 Cheryl Avenue, Madison, Tennessee, now held as tenants by the entirety. Husband specifically agrees to pay any indebtedness, mortgage or balance due on the above real property and save wife harmless from any type of obligation thereon.

3. Wife waives all other claims for alimony.

4. Wife agrees to pay the attorney's fee for her solicitor of record, Robert H. Jennings, Jr. Husband shall pay the Court Costs.

5. Husband and wife agree to sign any and all necessary papers, instruments or documents to transfer the title to the property herein and to carry out the intent of this agreement.

Both parties understand this Agreement is subject to the approval of the Court, in the event a divorce is granted to either party. However, in the event a divorce is not granted to either party or the parties reconcile, this Agreement shall be of no force and effect. If approved by the Court, this Agreement is a full, final and complete settlement of the property rights of the parties and the same may be incorporated in the final decree of divorce. Parties submit to the jurisdiction of the Court for the purposes herein contained. Further, this Agreement is entered into without any collusion between the parties, but solely of their own free will and accord.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first written above.

/s/ Robert H. Jennings, Jr.
ROBERT H. JENNINGS, JR.

/s/Diane Rexine Ford
DIANE REXINE FORD

/s/ Ronald B. Buchanan
RONALD B. BUCHANAN

/s/ Arden Danny Ford
ARDEN DANNY FORD

IT IS FURTHER ORDERED that the defendant, Arden Danny Ford, shall pay the costs of this cause, for which execution may issue, if necessary.

JUDGE

Enter This 12 Day of Feb, 1979

APPROVED FOR ENTRY:

Robert H. Jennings, Jr.
ROBERT H. JENNINGS, JR.
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been mailed to Mr. Ronald B. Buchanan, Attorney for defendant, 271 West Main Street, Hendersonville, Tennessee 37075, this the 8TH day of February, 1979.

Robert H. Jennings, Jr.
ROBERT H. JENNINGS, JR.

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Mail
Arden Ford
737 Sharondale Cheryl Ave.
Mad 37115

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* Fifth *Circuit Court for Davidson County, Tennessee, on the* Twelfth *day of* February, *19* 79, *in Case Number* 91150 *between* Diane Ford *Plaintiff, and* Arden Ford *Defendant, as same remains of record in Book* 37B, *Page* 1173 *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* 14th *day of* January *in the year one thousand nine hundred and* eighty-seven *and in the* 211th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Barbara Eddings *D.C.*

Form #GR-117