143A/828

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GEORGE C. PALMER, CLERK
D.C.

BK 34

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JULIA McNEESE SMITHSON,
Complainant,
vs.
JERRE CARROLL SMITHSON,
Defendant.

No. 84D-3705

BOOK 7235 PAGE 153

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 11th day of March, 1985 before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee upon the original complaint filed herein, Property Settlement Agreement submitted to the Court for approval, testimony of the complainant in open court and statement of counsel from all of which the Court is of the opinion that there exists between the parties such irreconcilable differences as renders a further continuation of the marriage impractical and impossible. The Court further finds that the Property Settlement Agreement submitted to the Court for approval is fair and equitable and adequately disposes of all the parties' real and personal property and should be approved.

It is therefore ORDERED, ADJUDGED and DECREED that the complainant, Julia McNeese Smithson, is hereby awarded an absolute divorce on the grounds of irreconcilable differences and both parties are hereby restored to all rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED and DECREED that the Property Settlement Agreement submitted to the Court for approval is hereby approved and made the order of this Court and is in words and figures as follows:

Map 119-05 Parcel 26

CHECK
2545
IDENTIFICATION REFERENCE
MAY 13 3 35 PM '87
FEE $13.00
REGISTER'S OFFICE
DAVIDSON COUNTY, TN

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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[illegible] L. [illegible], CLERK
D.C.

JULIA McNEESE SMITHSON, Complainant,	)	
vs.	)	No. 84D-3705
JERRE CARROLL SMITHSON, Defendant.	)	

BOOK 7235 PAGE 154

PROPERTY SETTLEMENT AGREEMENT

This agreement is made and entered into at Nashville, Tennessee, on this the 20th day of December, 1984, by and between JULIA McNEESE SMITHSON, hereinafter referred to as "WIFE", and JERRE CARROLL SMITHSON, hereinafter referred to as "HUSBAND:;

W I T N E S S E T H:

THAT WHEREAS, the parties are man and wife and as a consequence of certain irreconcilable differences that have arisen between the parties, a petition for absolute divorce has been filed, and whereas the parties are desirous of settling their property and support rights subject to the approval of the Court:

THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. REAL ESTATE - The Husband shall retain the parties' homeplace located at 302 Alberta Street and more particularly described as follows:

> Land in Davidson County, Tennessee, being the westerly half of Lot No. 8 of Block 28, on the plan of Re-subdivision of part of Cumberland Nurseries, of record in Book 161, Page 166, Register's Office for said County, to which plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to Jerre Smithson and wife, Julia Smithson, by deed from Larry D. Mullins and wife, Marcia G. Mullins of record in Book 6305, Page 134, Register's Office, Davidson County, Tennessee.
>
> This conveyance is subject to any and all existing easements of record.

The Wife shall be divested of any right, title or interest in the above described real property and all interest shall vest solely in the Husband.

2. AUTOMOBILES - The Wife shall receive the 1978 Oldsmobile Cutlass titled in her name to be hers absolutely and the Husband will be divested of any right, title or interest therein.

The Husband shall receive the 1979 MGB automobile titled in his name and the Wife shall be divested of any right, title or interest therein.

3. HOUSEHOLD FURNITURE AND FURNISHINGS - The Wife shall retain all household furniture and furnishings presently in her possession. The Husband shall be divested of any right, title or interest therein.

The Husband shall retain all household furniture and furnishings left in the parties' homeplace including two dressers, his books and stereo.

4. PERSONALTY - Each of the parties shall retain their own clothing, jewelry and other similar personal items.

5. ATTORNEY'S FEES AND COURT COSTS - Each of the parties shall be responsible for their own attorney's fees. The Wife shall pay the costs of this cause.

BOTH PARTIES understand that this agreement is subject to the approval of the Court in the event a divorce is granted to either party herein, and if approved by the Court, shall be incorporated into the final decree of divorce should the Court see fit to grant a divorce. Further, this agreement shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might accrue to either in the future. However, in the event that 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, the said agreement is a full, final and complete settlement of all

property and support rights as between the parties, and the same is entered into without any collusion between the parties, but solely of their own free will and accord.

Julia McNeese Smithson

Julia McNeese Smithson

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me a Notary Public for above county and state the above named Julia McNeese Smithson, with whom I am personally acquainted and who executed the foregoing document for the above described purposes.

Notary Public

My Commission Expires: 11/1/87

Jeyre Carroll Smithson

Jeyre Carroll Smithson

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me a Notary Public for above county and state the above named Ann Marie Fulwell, with whom I am personally acquainted and who executed the foregoing document for the above described purposes.

Ann Marie Fulwell

Notary Public

My Commission Expires: 4-17-88

It is further ORDERED, ADJUDGED and DECREED that the complainant shall pay the costs of this cause for which let execution issue if necessary.

This the 15th day of March, 1985.

JUDGE

APPROVED FOR ENTRY:

Phillip Robinson

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree of Divorce has been mailed to Thomas D. Steele, Attorney for Defendant at 604 Stahlman Bldg., Nashville, TN 37201 on this the 15th day of March, 1985.

Phillip Robinson

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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* 15th *day of* March, *19* 85, *in Case Number* 84D-3705 *between* Julia McNeese Smithson *Plaintiff, and* Jerre Carroll Smithson *Defendant, as same remains of record in Book* 143A, *Page* 828 *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* first *day of* May *in the year one thousand nine hundred and* eighty-seven *and in the* 211th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117