IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE

Charles E. Claybrooks, Sr.

Plaintiff

vs.

Jean Martin Claybrooks,

Defendant

FILED 4-25-84
ENTERED
JANICE W. JORDAN
CLERK & MASTER

BOOK 7250 PAGE 66

Cause No. 16007

Doc. 32, Page 64

Map 70-4
Par 45.10

FINAL DECREE

This cause came before the Hon. Henry D. Bell, Chancellor of the Chancery Court for Williamson County, Tennessee, upon the Complaint heretofore filed by the Plaintiff, Charles E. Claybrooks, Sr., an agreement for the division of property entered into by Plaintiff and Defendant, Jean Martin Claybrooks, and the entire record, from all of which the Court finds that the parties have made adequate and sufficient provision by agreement for the equitable settlement of their property rights, and it has jurisdiction in this matter and that Plaintiff has sustained his grounds for an absolute divorce based on irreconcilable differences.

It is therefore, ORDERED, ADJUDGED and DECREED that the Plaintiff is hereby awarded an absolute divorce based on the statutorily alleged grounds of irreconcilable differences and is hereby restored to all the rights and privileges of an unmarried person.

The Court affirmatively finds that the Defendant shall have sole custody of their minor child and the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of said child of the marriage and for the equitable settlement of any property rights between the parties; and,

It is therefore ORDERED, ADJUDGED and DECREED that the Property Settlment and Custody Agreement entered into and heretofore filed with this Court be and the same is hereby approved, and made a part of this

STATE OF TENNESSEE
WILLIAMSON COUNTY
I, THE UNDERSIGNED CLERK & MASTER, DO HEREBY CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL OF THIS INSTRUMENT FILED IN THIS CAUSE.
JANICE W. JORDAN, Clerk & Master

Final Decree of Divorce, by reference, as though copied verbatim herein.

It is further ORDERED, ADJUDGED and DECREED by the Court that the costs of this cause shall be taxed to Plaintiff.

It is finally ORDERED, ADJUDGED and DECREED that execution may issue to enforce any of the provisions of this Decree.

Entered this the 23rd day of April, 1984.

Chancellor

APPROVED FOR ENTRY:

J. Cassity Patterson
Attorney for Plaintiff
325 Plus Park Blvd.
Nashville, TN 37217

CERTIFICATE OF SERVICE

I hereby certify that I have forwarded a copy of the foregoing Final Decree to the Defendant, Jean Martin Claybrooks, at her last known address, 2425 Whites Creek Pike, Nashville, TN , on this the 19th day of April, 1984.

J. Cassity Patterson

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE

FILED 1-20-84
ENTERED @9AM
JANICE W. JORDAN
CLERK AND MASTER

Charles E. Claybrooks, Sr.
Plaintiff

vs.

Jean Martin Claybrooks
Defendant

No. 16007

PROPERTY SETTLEMENT AND CUSTODY AGREEMENT

THIS AGREEMENT is made and entered into by and between Jean Martin Claybrooks, hereinafter referred to as "Wife" and Charles E. Claybrooks, Sr., hereinafter referred to as "Husband";

W I T N E S S E T H :

WHEREAS, the parties are lawfully married but are contemplating a divorce, the Husband has resided in Nashville, Tennessee for thirty years preceding the filing of this action, said divorce action being filed simultaneously with the filing of this Agreement in the Chancery Court for Williamson County, Tennessee; and,

WHEREAS, certain irreconcilable differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as Husband and Wife; and,

WHEREAS, it is the desire of both parties finally for all time to determine and settle their property rights of whatever description existing between the parties by virtue of the marital relationship;

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. The parties have one minor child born of this marriage.

The parties agree that the Wife shall have sole custody and control of the parties' minor child, Tammy Darlene Claybrooks, 17 years of age.

2. The parties agree that visitation shall be as follows: The parties' minor child shall have visitation with the Husband on alternating weekends from 6:00 Friday until 6:00 Sunday.

3. The parties agree that the Husband shall pay $25.00 per week to the Wife, commencing November 14, 1983, for the support and maintenance of the parties' minor child, until said child reaches eighteen (18) years of age.

4. The Wife shall claim the parties' minor child as a dependent for federal income tax purposes.

5. The Wife agrees that the Husband shall be granted the divorce on the grounds of irreconcilable differences.

6. In consideration of the mutual covenant and agreement of the parties voluntarily to separate and live apart in separate places of abode without any cohabitation, the Wife hereby waives alimony and her rights to support and maintenence by the Husband.

7. The parties have acquired real property during their marriage located at 2425 White's Creek Pike, Nashville, Tennessee.

That all right, title and interest Husband may have in the lot and dwelling house located at 2425 White's Creek Pike, Nashville, Tennessee, be divested out of Husband and be vested into Wife.

8. The parties agree that household furnishings, furniture, personal property and other personal effects remain in the possession and ownership of the respective party now in possession.

The Wife shall retain ownership of the 1979 Datsun automobile, and the Husband shall retain ownership of the 1978 Dodge Van, 1973 Chevrolet truck and the 1973 One Ton Truck.

9. Each party covenants with the other that from this date forward, neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses.

10. Each party will execute and deliver to the other party any documents that may be reasonable required to accomplish the intention of this instrument, and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such manner and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

11. Any Court costs incurred as a result of the pending action for divorce shall be paid by the Husband. Any attorney's fees incurred by the Husband as a result of the pending action for divorce shall be paid by the Husband.

12. The parties accept the provisions of this Agreement in full and final settlement satisfaction of any and all claims and rights which either of them have or had against the other party with respect to alimony, maintenance and support; and both Husband and Wife further do hereby forever release to the other all claims or rights to alimony, inheritance, year's support and all other property rights, except as provided for in this Agreement which either has had, may now have, or may hereafter have but for this Agreement, as husband, wife, widow or widower by reason of the marital relationship now existing between the parties, in and to, or against the property of the other party whether now or hereafter acquired by such other party.

13. It is further understood and agreed by and between the parties that this Settlement Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

30281
IDENTIFICATION REFERENCE
MAY 28 10 AM '87

IN WITNESS WHEREOF, the parties have set their signatures.

Charles E. Claybrooks, Sr.

Jean Martin Claybrooks

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned authority, a Notary Public, in and for said state and county, personally appeared Charles E. Claybrooks, Sr., with whom I am personally acquainted, and who acknowledged the execution of the within and foregoing instrument as his free act and deed for the purposes therein contained.

Witness my hand and official seal of office on this the 14th day of November, 1983.

J. Cassie Patterson
Notary Public

My Commission Expires:
7/21/84

* *

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned authority, a Notary Public, in and for said state and county, personally appeared Jean Martin Claybrooks, with whom I am personally acquainted, and who acknowledged the execution of the within and foregoing instrument as her free act and deed for the purposes therein contained.

Witness my hand and official seal of office on this the 19 day of Jan, 1987 ~~1983~~.

Notary Public

My Commission Expires:
Jan 18, 1987