IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

4-17-78
144 B 1575

CAROLYN ANN WHITE)
)
-vs-) NO. 90250
)
ISAAC LEO WHITE)

Map 59-9
P. 044 44

FINAL DECREE

This cause came to be heard on the 11th day of April, 1978, before the Honorable Robert E. Lillard, Judge of the First Circuit Court for Davidson County, Tennessee, upon the original petition having been filed on or about December 22, 1977, personal service over the defendant on or about January 2, 1978, a judgment by default having been entered, testimony of the complainant and the entire record in this cause.

From all of which the Court was of the opinion that irreconcilable differences have arisen between the parties entitling the complainant to an absolute divorce.

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

It is further ORDERED, ADJUDGED AND DECREED by the Court that whatever rights, title or interest that the defendant has or may have in the real property herein described be and the same is hereby divested out of him and vested in the complainant as her sole property:

"Land in Davidson County, Tennessee, being Lot No. 80 on the Plan of Haynes Estate, Section 2, as of record in Book 4175, page 13, Register's Office for said County.

"Said Lot No. 80 fronts 86 feet on the easterly side of Meadow Hill Drive and runs back between lines, 118.6 feet on the northerly line and 123 feet on the southerly line to a line at the rear on which it measures 86.10 feet.

"Being part of the same property conveyed to Issac L. White, and wife, Carolyn W. White, by deed from W. L. Bainbridge Company, of record in Book 4319, page 996, Register's Office for Davidson County, Tennessee."

It is further ORDERED, ADJUDGED AND DECREED by the Court that the Property Settlement Agreement entered into by and between the parties on the 10th day of April, 1978, which is copied herein verbatim, be and the same is hereby approved in its entirity:

"THIS AGREEMENT, made and entered into this 10th day of April, 1978, Davidson County, Tennessee, by and between Carolyn Ann White, hereinafter referred to as the 'wife', and Isaac Leo White, hereinafter referred to as 'husband'.

"WHEREAS, irreconcilable differences have arisen between the parties rendering this marriage irretrievably broken; and

"WHEREAS, the wife has filed a complaint for an absolute divorce in the First Circuit Court for Davidson County, Tennessee; and,

"WHEREAS, in view of the parties' intention to live apart for the rest of their natural lives, the parties intend and it is the purpose of this Agreement to provide for a just and equitable distribution of their jointly owned properties and debts. In addition, the parties desire that it is the purpose of this Agreement to provide for determination of issues in relationship to the parties' children.

"NOW WHEREFORE, in consideration of the mutual covenants and agreements of the parties hereto and herein, they agree as follows:

"1. Each party shall have all right, title and interest in the personal property of which he or she is in possession on the date of execution of this Property Settlement Agreement and which is not specifically provided for hereinafter.

"2. Each shall have all right, title and interest in his or her personal clothing and effects.

"3. The wife shall have all right, title and interest in the 1968 Chevrolet. The husband shall have all right, title and interest in the 1972 El Dorado Cadillac and the 1970 Dodge.

"4. The parties further agree that all right, title and interest in the stereo equipment shall be vested in the husband.

"5. The parties agree that the wife is a fit and proper person to have the absolute care, custody and control of the two minor children of the parties and that the husband shall have reasonable visitation rights and privileges. Moreover, the husband agrees to pay to the wife the sum of $120.00 each month for the support and maintenance of the two minor children.

"6. The parties further agree that the husband shall maintain hospitalization insurance on the following minor children: Suzanne Marie White, Katherine Ruth White, Thomas Edward White, and Juanita Michelle White.

"7. It is further agreed by the parties that whatever interest the husband shall have in the parties' home located at 4054 Meadow Hill Drive, Nashville, Tennessee, shall be divested out of him and vested in the wife. The wife shall assume all indebtedness on the home.

"8. All right, title and interest in the furniture and home furnishings located at 4054 Meadow Hill Drive shall be vested in the wife.

"9. The parties further agree that the husband shall pay to the wife's attorney the sum of $150.00.

"10. This Agreement shall be exhibited at the court on the final hearing on this cause for the purpose of being incorporated in the decree of the Court in said case.

/S/
CAROLYN ANN WHITE

/S/
ISAAC LEO WHITE "

It is further ORDERED, ADJUDGED AND DECREED by the Court that the defendant pay the cost of this cause for which execution may issue.

ROBERT E. LILLARD, JUDGE

APPROVED FOR ENTRY:

R. JAN JENNINGS
Attorney for the Complainant
BRANSTETTER, MOODY & KILGORE
200 Church Street, 4th Floor
Nashville, Tennessee 37201

cc: Mr. Isaac Leo White

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BOOK 7587 PAGE 807

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IDENTIFICATION REFERENCE

JUN 30 12 32 PM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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* First *Circuit Court for Davidson County, Tennessee, on the* Seventeenth *day of* April, *19* 78, *in Case Number* 90250 *between* Carolyn Ann White *Plaintiff, and* Isaac Leo White *Defendant, as same remains of record in Book* 144B, *Page* 1575 *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* Twenty-ninth *day of* June *in the year one thousand nine hundred and* Eighty-eight *and in the* 212th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By L Wyatt *D.C.*

Form #GR-117