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BOOK 7837 PAGE 940

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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Map and Parcel #. 142-14-0146

ARLENE DIANA JACKSON

vs.

LAWRENCE DAVID JACKSON

NO. 97210

RECORDERS MEMO
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O R D E R

This cause came on to be heard on the 8th day of January, 1980, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee upon the the Complaint, Property Settlement Agreement, the testimony of the Plaintiff and the entire record from all of which the Court finds that there are irreconcilable differences in the marriage and that the Plaintiff is entitled to an absolute divorce.

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

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the property settlement presented to the Court is approved in its entirety. Said property settlement agreement is as follows:

PROPERTY SETTLEMENT AGREEMENT

This agreement is made between Arlene D. Jackson, hereinafter called WIFE and Lawrence D. Jackson, hereinafter called HUSBAND.

WITNESSETH:

WHEREAS, certain differences and difficulties have arisen between the parties and a divorce action in which irreconcilable differences will be alleged as a ground will be instituted soon, and the parties have no expectation of resuming their marital relationship, and

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that the contemplated divorce action may proceed on the ground of irreconcilable differences.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth and other good and valuable considerations, THE PARTIES AGREE AS FOLLOWS:

1. WIFE shall have as her sole and separate property all right, title and interest in the house and lot located at 850 Beech Bend Drive, Davidson County, Tennessee except that if and when the house is ever sold, WIFE shall pay to HUSBAND out of the proceeds of said sale one-third (1/3) of the gain from said sale (Sales Price less the Down Payment Less Costs of Sale, Divided by 3) with a maximum payment of Ten Thousand Dollars ($10,000.00).

2. HUSBAND shall have as his sole and separate property

all right, title and interest in the 1969 Mercury Cougar automobile, the twin bed, the 8" Black and White Television, his personal clothes and his jewelry. WIFE shall have as her sole and separate property all right, title and interest in the 1974 Ford Mustang automobile, all household furniture not given to HUSBAND in this agreement, the cassette recorder, the GAF movie projector, the GAF movie camera, the artworks, her personal clothing and her jewelry.

3. The court costs shall be split equally between the parties.

4. WIFE shall have exclusive custody and control of the parties minor child with HUSBAND to have reasonable visitation privileges.

5. HUSBAND shall pay to Commerce Union Bank the balance remaining on a loan which was made for his benefit.

6. HUSBAND shall pay to WIFE as child support the sum of $20.00 per week until such time as the loan mentioned in paragraph 5 is paid in full, at which time said payments are to increase automatically to $50.00 per week.

7. WIFE waives any other demand for alimony or other periodic payments.

The parties desire that this agreement be incorporated as part of any final decree of divorce that may be hereinafter entered in any divorce proceeding between them. The parties acknowledge that they have read and understand the provisions of this agreement and that it is fair and equitable and that it is being entered into voluntarily. The parties further agree to sign any papers necessary to put this agreement into effect.

WITNESS our hands on the day and date entered below at Nashville, Tennessee.

s/ Arlene D. Jackson

s/ Lawrence D. Jackson

IT IS FURTHER ORDERED, that the Defendant shall be required to pay the money designated as child support into the Clerk of this Court along with the Clerk's customary fee of 5%.

Enter this the 20 day of Feb, 1980.

JUDGE

APPROVED FOR ENTRY:

ROBERT B. TYLE
ATTORNEY FOR PLAINTIFF
4220 Nolensville Road
Nashville, Tennessee 37211
834-4300

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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* 20th *day of* Feb., *19* 80, *in Case Number* 97210 *between* Arlene Diana Jackson *Plaintiff, and* Lawrence David Jackson *Defendant, as same remains of record in Book* 115C, *Page* 1810 *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* 30th *day of* March *in the year one thousand nine hundred and* 89 *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By J Dyer *D.C.*

Form #GR-117