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IRENE BROWN SMITH] IN THE FIRST CIRCUIT COURT

] OF

-vs-] DAVIDSON COUNTY, TENNESSEE

HENRY KING SMITH] NO. 90404

Map-Parcel 59-5-18700

FINAL DECREE

This cause came on to be heard on the 19th day of June, 1978 before the Honorable Robert E. Lillard, Judge, upon the original complaint for divorce filed by complainant, answer filed by the defendant, subsequent agreement of the parties to allow this matter to be tried as a non-contested divorce, submission to the Court of a property settlement agreement signed by the parties, testimony of the complainant and from the entire record in this cause. From all of which the Court finds that the parties have suffered irreconcilable differences pursuant to T.C.A. §36-801, et seq., as amended 1977. It is therefore

ORDERED AND ADJUDGED that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved and the complainant, Irene Brown Smith, is granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarrie person.

It is further ORDERED AND ADJUDGED that the property settlement agreement submitted to the Court is approved in all respects and made a part of this decree as follows:

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the First Circuit Court of Davidson County, Tennessee a petition for absolute divorce filed by IRENE BROWN SMITH, hereinafter referred to as Wife, against HENRY KING SMITH, hereinafter referred to as Husband, under Docket Number 90404, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a property settlement agreement and tender same to the Court for approval in the event a decree of divorce is granted in this cause, and

WHEREAS, both parties have been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of $1.00 cash in hand paid and other good and valuable consideration, the receipt of which is hereby

acknowledged, the parties do agree as follows:

(1) Wife will proceed to trial to obtain an absolute divorce on the grounds of irreconcilable differences.

(2) The absolute care, custody and control of the three minor children of the parties, to-wit: Gerald Smith, Eric Smith and Carole Smith, will be awarded to the Wife, with reasonable rights of visitation reserved to the Husband.

(3) Husband agrees to pay the sum of $300.00 per month for the support and maintenance of the three minor children, said support to be made directly to the Wife, the first payment being due on June 30, 1978 and a like sum on the last day of each month hereafter until further orders of the Court. At such time as the minor child, Gerald Smith, attains the age of 18 years and there are only two minor children remaining at home, the child support shall be reduced to the sum of $250.00 per month, effective with the first full calendar month after the child attains the age of 18 years.

(4) The parties acknowledge with the signing of this agreement that the Husband is behind in his child support in the amount of $680.00 which amount is to be repaid to the Wife as follows: She shall receive the Internal Revenue refund check in the approximate amount of $400.00 to be applied in full against the arrearage and the approximate balance of $280.00 will be paid in one lump sum cash payment on or before the last day of July 1978.

(5) All right, title and interest which the Husband has in and to the real property of the parties located at 4167 Farm View Drive, Nashville, Davidson County, Tennessee shall be divested out of him and the sole and exclusive ownership in said real property shall be vested in the Wife, in fee simple absolute ownership, it being her responsibility to pay the balance of mortgage indebtedness existing thereon, including the first and second mortgages.

(6) All right, title and interest which the Husband has in and to the furniture, furnishings and personal property of the parties shall be divested out of him and the sole and exclusive ownership in said household property will be awarded to the Wife.

(7) All right, title and interest which the Wife has in and to the 1977 Cougar automobile shall be divested out of her and the sole

and exclusive ownership shall be vested in the Husband, it being his responsibility to pay the balance of mortgage indebtedness thereon and hold Wife harmless from any liability thereon.

(9) All right, title and interest which the Husband has in and to the 1970 Chevrolet shall be divested out of him and the sole and exclusive ownership shall be vested in the Wife, it being her responsibility to pay the balance of mortgage indebtedness thereon, and hold Husband harmless from any liability thereon.

(10) Husband agrees to maintain in full force and effect life insurance policies presently in effect on his life with the minor children as the irrevocable beneficiaries thereon until such time as they attain the age of 18 years.

(11) Husband agrees to pay Wife's solicitor of record, Robert L. Jackson, an attorney fee of $500.00, which shall include the $100.00 pendente lite fee heretofore ordered in this case, said fee to be payable at the rate of $50.00 per month beginning in November of 1978.

Both parties agree to sign any and all deeds, documents, titles or instruments necessary to carry out the full purpose and intent of this agreement. Both parties acknowledge that they have read this agreement in its entirety prior to the signing hereof and that they have signed same voluntarily.

WITNESS OUR HANDS, this 19th day of June, 1978, as to Wife and the 19th day of June, 1978 as to Husband.

Irene Brown Smith
WIFE

Henry K Smith Jr
HUSBAND

It is therefore ORDERED AND ADJUDGED that all right, title and interest which the defendant, Henry King Smith has in and to the real property located at 4167 Farm View Drive, Nashville, Davidson County, Tennessee, more fully described as follows:

Being Lot No. 149 on the Plan of Buena Vista Estates, Section 5, as of record in Book 4460, page 22, Register's Office for Davidson County, Tennessee, to which plan reference is here made for a more complete and accurate description.

Being the same property conveyed to Henry K. Smith, Jr. and wife, Irene Smith, by deed from A & R Construction Company, of record in Book 4637, page 353, RODC, Tennessee.

is divested out of him and the sole and exclusive ownership in said real property is vested in the complainant, Irene Brown Smith, in fee absolute ownership, it being her responsibility to assume the balance of mortgage indebtedness thereon, both first and second mortgages, and to hold defendant harmless and indemnify him from any liability thereon.

It is further ORDERED AND ADJUDGED that defendant, Henry King Smith, is ordered to pay as an award of alimony to the complainant, her solicitor's fees in the amount of $500.00, said fee to include the $100.00 pendente lite fee heretofore awarded in this case and to be paid at the rate of $50.00 a month beginning in November of 1978 Should the defendant miss payments as aforementioned then the entire balance shall be due and payable immediately.

The costs of this cause are taxed against the defendant, for all of which execution may issue, if necessary.

Robert E. Lee
JUDGE

APPROVED:

Robert L. Jochum
Sol. for Complainant

Matthew L. Swaggerty
Sol. for Defendant

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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* First *Circuit Court for Davidson County, Tennessee, on the* 19th *day of* June, *19* 78, *in Case Number* 90404 *between* IRENE BROWN SMITH *Plaintiff, and* HENRY KING SMITH *Defendant, as same remains of record in Book* 145A, *Page* 93 *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* June *in the year one thousand nine hundred and* Eighty-Nine *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Mary W. Washburn *D.C.*

Form #GR-117