 11-19-73 110A/286

IN THE SECOND CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

KENNETH P. LEWIS)
)
)
vs.) No. 68949
)
)
SHARON LEWIS)

FELIX Z. WILSON REGISTER DAVIDSON COUNTY, TN.
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IDENTIF. TREFERENCE
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FINAL DECREE OF DIVORCE

This cause came on to be heard on the 7th day of November, 1973, before the Honorable John Uhlian, Judge, etc., upon the original bill filed by the complainant, answer filed by the defendant, but the defendant failing to put on proof, testimony of witnesses examined in open Court and argument of counsel; from all of which it appears to the satisfaction of the Court that the allegation contained in complainant's bill has been fully sustained by the proof, and that the defendant has been guilty of such cruel and inhuman treatment or conduct towards the complainant as renders further cohabitation unsafe and improper, and, therefore, that he should be granted an absolute divorce from the defendant.

It is, therefore, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting between the complainant and the defendant be, and the same are, forever and perpetually dissolved; and that the complainant be 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 the property settlement agreement heretofore agreed to by the parties be, and the same, is hereby confirmed, approved and ratified; said property agreement is as follows:

SEPARATION AGREEMENT

"THIS SEPARATION AGREEMENT, made on this, the 26 day of July, 1973, by and between SHARON LEWIS, hereinafter called the First Party, residing in Nashville, Davidson County, Tennessee,

and KENNETH L. LEWIS, hereinafter called the Second Party, also a citizen and resident of Davidson County, Tennessee;

W I T N E S S E T H:

WHEREAS, the parties hereto were married in Rome, Georgia, on May 15, 1970; and

WHEREAS, serious difficulties have arisen between the parties hereto, rendering it impossible for them to longer live together as husband and wife, and, by reason thereof, the said parties are now living separate and apart; and

WHEREAS, each of the parties hereto desires to settle and adjust their marital interest and all rights and claims in and to the property of the other now and hereafter acquired;

NOW, THEREFORE, it is mutually agreed as follows:

1. It is mutually agreed and understood that, after the signing of this instrument, both parties are to be forever barred from any right, claim, dower or interest in and to the property of the other.

2. It is further agreed by and between the parties hereto, on execution of this agreement, that neither party will use or attempt to use credit of the other for any purpose whatsoever, without first obtaining the written consent of the other party.

3. It is agreed and understood by the parties hereto that the First Party disclaims all right, title and interest in and to the property at 2416 Whites Creek Pike in Nashville, Davidson County, Tennessee, and that she is to execute whatever instruments or titles required in order to transfer said real estate to the Second Party, with the understanding that the said Second Party will hereafter be responsible for all payments owing for said real estate and further that the said Second Party will assume and agree to pay any and all other indebtednesses owing on said property.

4. The said Second Party agrees to pay the sum of $900.00 by and no later than ten (10) days from and after the execution of this instrument as partial alimony, and out of said sum, the First Party

shall pay her attorney's fee; it being the intention of the parties that the said Second Party shall only pay directly to the First Party and her attorney of record the sum of $900.00, and there shall be no liability on the party of the Second Party for any attorney's fees involved in the litigation presently pending in the Second Circuit Court for Davidson County, Tennessee.

5. This settlement and property arrangement is not an agreement pertaining to a divorce, but either party is free to file any action for a divorce upon the facts that they might have and upon such grounds as either party can legally present.

This agreement is meant and intended by the parties and is to be a full, final and complete release by each party, of any interest whatsoever which each party may now or hereinafter have in the property of the other, as herein provided.

IN WITNESS WHEREOF, the parties have hereunto set their signatures, on this, the 26 day of July, 1973, this agreement being executed in duplicate with each of the parties hereto taking a copy thereof.

/s/ Sharon W. Lewis

/s/ Kenneth P. Lewis

Witnesses:

/s/ Morris Levine."

It is, therefore, FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the defendant, Sharon Lewis, be, and she is hereby, divested of all right, title and interest in and to the real property located at 2416 Whites Creek Pike, Nashville, Davidson County, Tennessee, and more fully described as Lot No. 5, Section I, Haynes Heights, of record in Book 4661, page 852, Register's Office for Davidson County, Tennessee, and that the said real estate be, and the same is hereby, vested in the complainant, Kenneth P. Lewis.

It is further ORDERED, ADJUDGED AND DECREED by the Court that the defendant's name, Sharon Lewis, be and the same is hereby changed to that of her maiden name, SHARON Y. WILLIAMS; she having personally appeared in Court and under oath requested that this change be made on her behalf, which request the Court was pleased to grant.

The costs of the cause are assessed against the complainant, for which execution may issue, if necessary.

John L Allen
JUDGE

APPROVED FOR ENTRY:

Enter This 19th Day of Nov., 1973

David Vincent
DAVID VINCENT, Solicitor for Complainant

Morris Levine
MORRIS LEVINE, Solicitor for Defendant

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* Second *Circuit Court for Davidson County, Tennessee, on the* 19th *day of* November, *19* 73, *in Case Number* 68949 *between* KENNETH P. LEWIS *Plaintiff, and* SHARON LEWIS *Defendant, as same remains of record in Book* 110A, *Page* 286 *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* 7th *day of* August *in the year one thousand nine hundred and* Eighty-Nine *and in the* 214th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Mary Washburn *D.C.*