154B/1686

IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

DAVID CONRAD KEITH, SR. )
)
VS. ) NO. 82D-682
)
MARY ANGELYN HEARD KEITH )

D.C.

Map 96-10
Par 253
Is

FINAL DECREE

BOOK 7964 PAGE 895

This cause came on to be heard this 23rd day of November, 1982, before the Honorable Hamilton Gayden, Judge, on the original and amended Complaints, personal service of process, Answer and Counter-Complaint filed by the Defendant and both having been withdrawn in open Court, and testimony of the Plaintiff heard in open Court. Based upon this and the entire record in this cause, the Court finds that the facts of the Complaint are true in that the parties have encountered certain irreconcilable differences in their marriage which make it impossible to continue the marital relationship. The Court further finds the divorce prayed for should be granted and that the Property Settlement Agreement shall be approved by the Court.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Plaintiff, David Conrad Keith, Sr., be and hereby is granted an Absolute Divorce from the Defendant, Mary Angelyn Heard Keith, and that they both be restored to all the rights and privileges of unmarried persons.

It further appearing to the Court that the parties have entered into an agreement settling their respective property rights, which agreement is in words and figures as follows:

75529
IDENTIF. TREFERENCE
OCT 20 | 02 PM '89
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.
7542 10/20 0101 03CHECK
18.00

IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

| | | |
|---|---|---|
| DAVID CONRAD KEITH, SR. | ) | |
| | ) | |
| VS. | ) | NO. 82D-682 |
| | ) | |
| MARY ANGELYN HEARD KEITH | ) | |

PROPERTY SETTLEMENT AGREEMENT

This Agreement made and entered into on this the 23rd day of November, 1982, between David Conrad Keith, Sr., hereinafter referred to as the "husband", and Mary Angelyn Heard Keith, hereinafter referred to as the "wife".

WHEREAS, certain difficulties have arisen between the parties which have gone to such an extend that it does not appear possible for them to be reconciled and live together as husband and wife; and

WHEREAS, a Petition for Absolute Divorce has been filed by the husband against the wife in the Circuit Court of Davidson County, Tennessee; and,

WHEREAS, the parties herein are desirous of settling all matters pertaining to property, child custody and support, agree as follows:

I.

That the husband shall have the custody of the minor children of the parties with reasonable visitation rights for the wife.

II.

The child support arrearage in the amount of approximately Seven Hundred ($700.00) Dollars shall be forgiven.

III.

That the husband shall receive all of the wife's right, title and interest in and to the real property of the parties located at 3100 Cloverwood Drive in Donelson, Tennessee, and further that the wife shall have a lien on the property in the amount of $12,500.00 and the husband shall pay on this lien for a period of five years beginning when the younger minor child reaches the age of eighteen. The rate of interest on said lien shall be ten per cent payable annually beginning December 1, 1983.

IV.

The wife shall pay the husband the sum of One Hundred Dollars ($100.00) each and every month as child support for the minor children until the youngest child reaches the age of eighteen, however this can be set off against the interest owed by the husband to the wife on the house, for so long as there remains a lien on the house.

V.

The husband shall keep as his sole and separate property all the items of personal property and furniture in his possession with the exception of the following items:

Jenny Lind bed
Maple china cabinet
Two maple dining room chairs
School desk
Fern stand
Small wooden box with drawers
Cloth rocking chair
"Home Sweet Home" picture in barn wood frame
Small antique lamp
Set of white dishes
Maple drop-leaf table
Martha Washington table
Small antique table
Maple night stand
Flat top wooden trunk
Chest of drawers
Sewing machine
Antique white bowl and pitcher
Two shadow picture frames
Antique oak double bed

VI.

Each of the parties shall be responsible for their own attorney's fees.

VII.

The parties agree to divide the Court costs equally.

VIII.

It is further agreed by the parties, and each of them, subject to the approval of the Court, that this Agreement be incorporated into the Final Decree of Divorce at such time as this divorce is granted.

The parties, and each of them, with the execution of this Agreement, hereby mutually agree to sign any document and/or instrument which may become necessary in order to carry out and comply with the terms herein contained.

IN WITNESS WHEREOF, the parties, and each of them, have hereunto set their hands the day and date first above written.

David Conrad Keith Sr.
David Conrad Keith, Sr.
Husband

Mary Angelyn Heard Keith
Mary Angelyn Heard Keith
Wife

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named David Conrad Keith, Sr., with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 23rd day of November, 1982.

L. R. deMarco
Notary Public

My commission expires: 7-21-84

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Mary Angelyn Heard Keith, with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 30th day of November, 1982.

Nina R. Scarpetti
Notary Public

My commission expires: 10-20-85

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the foregoing Agreement of the parties is fair and equitable and in the best interest of the minor children of the parties, and is therefore in all things hereby confirmed and approved by the Court and is adopted as a part of this Final Decree.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff, David Conrad Keith, Sr., will have the exclusive care, custody and control of the minor children of the parties with reasonable visitation rights for the wife.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that all of the Defendant's right, title and interest in and to the real property of the parties located at 3100 Cloverwood Drive in Donelson, Davidson County, Tennessee, be divested out the Defendant, Mary Angelyn Heard Keith, and be mail vested in the Plaintiff, David Conrad Keith, Sr., in fee simple absolute, and he shall be solely responsible for all indebtedness owed thereon. Said property is more particularly described as follows:

> Being Lot No. 561 on the Map of Clover Hill, Section VIII, as of record in Book 2331, page 11, Register's Office for said County.
>
> Beginning at a point on the northerly margin of Ironwood Drive, at the common corner of lots 560 and 561; thence in a northerly direction, along the line between said two lots, 150 feet to a point; thence in an easterly direction along the line between lots 561 and 562, a distance of 141.9 feet to the westerly margin of Cloverwood Drive; thence in a southerly direction, along the margin of the same, 115.17 feet to a point; thence continuing around a curve in a southerly and westerly direction, 31.42 feet to a point on the northerly margin of Ironwood Drive; thence in a westerly direction, along the margin of the same, 120 feet to the point of beginning.
>
> Being the same real property conveyed to David C. Keith and wife, Mary A. Keith, by deed from James Lewis Lane and wife, Mattie Earline Lane, of record in Book 4000, page 294, said Register's Office.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Defendant, Mary Angelyn Heard Keith shall have a lien on said real property located at 3100 Cloverwood Drive, and said lien shall be in the amount of $12,500.00 and the Plaintiff shall pay on the lien for a period of five years beginning when the younger minor child reaches the age of eighteen. The rate of interest on said lien shall be ten per cent payable annually beginning December 1, 1983.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Defendant shall pay the husband the sum of One Hundred Dollars ($100.00) each and every month as child support for the minor children until the younger child reaches the age of eighteen, however, this can be set off against the interest owed by the husband to the wife on the house, for as long as there remains a lien on the house.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Answer filed by the Defendant is hereby withdrawn and the Counter-Complaint be and hereby is dismissed.

The cost of this cause shall be divided equally between the parties, for which execution may issue if necessary.

Enter this 8th day of December, 1982.

JUDGE

APPROVED FOR ENTRY:

L. R. DeMARCO
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to Morris Levine, Attorney for Defendant, 1119 Stahlman Building, 211 Union Street, Nashville, Tennessee 37201, this 7th day of December, 1982.

L. R. DeMARCO

# 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* eighth *day of* December, *1982, in Case Number* 82D-682 *between* DAVID CONRAD KEITH, SR., *Plaintiff, and* MARY ANGELYN HEARD KEITH, *Defendant, as same remains of record in Book* 154B, *Page* 1686 *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* 20th *day of* October *in the year one thousand nine hundred and* eighty-nine *and in the* two hundred fourteenth *year of American Independence.*

**GEORGE L. ROOKER,** *Clerk,*

*By* V. L. Rowland *D.C.*