Tract I M 48 p 3.01
Tract II M 48 p 3

S. 24-7
Lee - 104's

BOOK 8968 PAGE 837

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

THOMAS H. GRIGGS)

VS.) NO. 58652

BETTY S. GRIGGS) 2870 06/03 0101 03CHECK 36.00

Final
DECREE

This cause came on to be heard on this the 7th day of August, 1970, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original bill of complainant, pro confesso heretofore granted, testimony of witnesses heard in open court, deposition of the defendant and deposition of one witness, and the entire record in this cause, from all of which it appears to the Court that the allegations of the original bill have been sustained by the proof and that the defendant, Betty S. Griggs, has been guilty of such cruel and inhuman treatment or conduct towards the complainant as renders cohabitation unsafe and improper.

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

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the custody of the minor child of the parties, James Patterson Griggs, age 18, be and hereby is granted to the complainant, Thomas H. Griggs, and the defendant, Betty S. Griggs, shall be allowed to visit and be with said minor child at reasonable times and places.

It further appearing to the Court that the parties hereto have reached a property settlement agreement between themselves, which property settlement agreement is in words and figures as follows:

"A G R E E M E N T

"THIS AGREEMENT made and entered into on this 18th day of April, 1970, by and between BETTY S. GRIGGS, hereinafter referred to as First Party, and THOMAS H. GRIGGS, hereinafter referred to as Second Party,

"W I T N E S S E T H:

"WHEREAS, the parties are husband and wife and have ceased to live together because of irreconcilable differences between them which then and now render it impossible for them to live together as husband and wife; and

"WHEREAS, it is the desire of both parties to enter into a written agreement relative to their marital and property rights, and to make transfers of interests in property pursuant to such agreement so as to settle fully and finally all rights, interests, and claims of every kind and character arising or that may arise out of the marital relation existing between them;

"NOW, THEREFORE, in consideration of the premises, and of the mutual covenants and agreements hereinafter

set forth, it is hereby agreed between the parties as follows:

"1. The First Party is to have as her absolute property the furniture and household goods of the parties now located at the First Party's residence, Apartment I-28, Glenview Apartments, 1019 Patricia Drive, Nashville, Tennessee.

"2. The First Party is to have as her absolute property the 1967 Volkswagen automobile of the parties.

"3. The First Party is to have as her absolute property one bedroom suite, one den chair and one color television set now located at the residence of the parties, Route 1, Whites Creek, Tennessee.

"4. The First Party hereby waives any and all rights which she may have against the Second Party for alimony.

"5. The Second Party shall pay to the First Party the sum of $2,000.00 and in exchange for which the Second Party is to have as his absolute property three (3) tracts or parcels of land hereinafter described and the First Party by these presents does hereby convey all of her right, title and interest unto the Second Party, the said parcels of land being described as follows, to wit:

Tract 1

Land in Davidson County, Tennessee, described as follows:

Land in the 14th, formerly the 24th, Civil District of said County, and being a part of three tracts, described as a whole, according to a survey made by E. R. Southgate, County Surveyor, April, 1910, and being a part of the same property conveyed to T. H. McDonald and wife, Annie Margaret McDonald, by deed from W. M. Dowlen, et al, dated April 29, 1946, and recorded in Book 1389, Page 265, Register's Office for said County.

The beginning point for the description of the tract of land herein conveyed being a point in the westerly margin of the property conveyed by deed

of record in Book 1389, Page 265, said Register's Office, and located as follows: beginning at a black oak, Graves' and Denton's corner, the northwesterly corner of said property conveyed by deed of record in Book 1389, page 265, said Register's Office; thence with said westerly margin, also being Denton's east line, south 18 degrees west 21.32 poles to a stake and pointers; thence south 12 degrees east 5.95 poles to a point in said westerly margin, said point being the point of beginning for the description of the property herein conveyed.

Beginning at said point in the westerly margin of said property conveyed by deed of record in Book 1389, Page 265, said Register's Office, thence with said westerly margin and Denton's east line, north 12 degrees west 5.95 poles to a stake and pointers; thence north 18 degrees west 21.32 poles to a black oak, Graves' and Denton's corner; thence with Graves' south line east 45.5 poles to a stake at the head of a ravine; thence north 50 1/2 degrees east 17.6 poles to a stake and pointers; thence north 39 degrees east 13.48 poles to a stake and pointers; thence north 50 1/2 degrees east 16.8 poles to a stake; thence north 48 3/4 degrees east 13 poles to a stake in or near Dry Fork Road; thence north 48 degrees east 10 poles to a stake in the creek, Graves' corner; thence down said creek south 35 degrees east 14.5 poles, south 26 degrees east 9.74 poles to a point in the northeasterly margin of said tract conveyed by deed of record in Book 1389, Page 265, said Register's Office; thence with a line south approximately 62 degrees west approximately 110 poles to the point of beginning, containing approximately 9 acres.

Being the same property conveyed to Thomas H. Griggs and wife, Betty S. Griggs, by deed from E. H. McDonald and wife, Annie Margaret McDonald, of record in Book 3538, Page 327, Register's Office for Davidson County, Tennessee.

Tract 2

Land in Davidson County, Tennessee, described as follows:

Land in the 14th, formerly the 24th, Civil District of said County, and being part of three tracts, described as a whole, according to a survey made by E. R. Southgate, County Surveyor, April, 1910, and redescribed according to a survey for Thomas H. Griggs, made by G. & G. Engineering Company, dated October 28, 1967, as follows:

Beginning at a point in the northeasterly line of the property conveyed to E. H. McDonald and wife, Annie Margaret McDonald, by deed of record in Book 1389, Page 265, Register's Office for said County, and being the easterly corner of the property conveyed to Thomas H. Griggs and wife, Betty S. Griggs by deed from E. H. McDonald and wife, Annie Margaret McDonald, by deed of record in Book 3538, Page 237, said Register's Office; thence south 26 deg. east 245.3 ft. to a point; thence south 37 deg. east 170.3 feet to a point; thence south 31 deg. 30 min. west 643.5 feet to a spike in Vester's Lane, being the southeast corner of this tract; thence with Vester's north line west 189 feet to an iron pin; thence north 79 deg. 30 min. west 884.5 feet to an iron pin in a stump; thence south 22 deg. west 183 feet to an iron pin; thence south 63 deg. 30 min. west 445.5 feet to an iron pin; thence north 3 deg. 30 min east 165 feet to an iron pin; thence north 12 deg. west 75 feet more or less to a point, being the northwesterly corner of the tract herein conveyed, and being the southwesterly corner of the tract conveyed to Thomas H. Griggs and wife, Betty S. Griggs, by said deed of record in Book 3538, Page 237; thence with the southerly line of said property conveyed by deed of record in Book 3538, Page 237, north approximately 62 deg. east approximately 1,815 feet to the point of beginning, containing 21.84 acres, more or less.

Being the same property conveyed to Thomas H. Griggs and wife, Betty S. Griggs, by deed from E. H. McDonald and wife, Annie Margaret McDonald, of record in Book 4228, Page 868, Register's Office for Davidson County, Tennessee.

Tract 3

Being situated in the 18th Civil District of DeKalb County, Tennessee, and being bounded and described thus:

Being Lot No. 11 of a recorded plat of M. T. Puckett's sub-division on Center Hill Lake near Floating Mill Park, beginning at a stake on the westward side of a road through the sub-division being the northeast corner of Lot No. 11; thence southeastwardly 226 feet to a stake in the U. S. Government line; thence southwestwardly with the U. S. Government line 100 feet to a stake; thence northwestwardly 224 feet to a stake, the side of sub-division road; thence northeastwardly 100 feet with said road to a stake, the beginning corner, and being the same property conveyed to Thomas H. Griggs and wife, Betty S. Griggs, by deed from Tony Glenn Rast and wife, Dena Anne Rast, of record in Deed Book B-4, Page 255-257, Register's Office for DeKalb County, Tennessee.

"6. The Second Party is to have as his absolute property the furniture and household goods of the parties now located at the parties' residence, Route 1, Whites Creek, Tennessee, except the bedroom suite, den chair and color television set described under item 3.

"7. The Second Party is to have as his absolute property the 1969 Chrysler automobile of the parties and the parties' Starcraft boat, trailer and Mercury motor.

"8. The parties agree that it is to the best interest and welfare of the minor child of the parties, Thomas Patterson Griggs, for the Second Party to have his exclusive care, custody and control, subject to reasonable visitation rights of the First Party and the place of residence of the said minor child shall be at the discretion of the Second Party.

"9. The First Party will pay to Clark H. Tidwell, her solicitor, the sum of $400.00 as his solicitor's fee for services rendered in this cause to the First Party.

"10. The Second Party will pay the Court costs in a divorce proceeding instituted by the Second Party in the Fourth Circuit Court of Davidson County, Tennessee.

"11. This Agreement is entered into for the purpose of settling the property rights by and between the parties and shall be expressly subject to the approval of the Court. Said Agreement shall be conditioned upon a divorce being granted by the Court and the terms hereof shall be embodied in any Decree entered by the Court.

"12. It is further agreed that both parties will execute, acknowledge, and deliver such instruments as may be necessary and proper to effectuate the transfer of title to real and personal property pursuant hereto and such other instruments as shall be necessary to carry out the terms of this agreement.

"EXECUTED THIS THE 18th DAY OF APRIL, 1970.

"WITNESS:

s/ Clark H. Tidwell	s/ Betty S. Griggs
s/ John J. Hollins	s/ Thomas H. Griggs"

and it further appearing to the Court that said property settlement agreement is fair and reasonable and should be in all things and respects approved:

IT IS, ACCORDINGLY, SO ORDERED, ADJUDGED AND DECREED by the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court in accordance with said property settlement agreement that all right, title and interest of the defendant, Betty S. Griggs,

in the real property described in said property settlement agreement be and the same hereby is divested out of the defendant, Betty S. Griggs, and title to said property is hereby vested in the complainant, Thomas H. Griggs.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court in accordance with said property settlement agreement that all right, title and interest of the complainant, Thomas H. Griggs, in the furniture and household goods of the parties now located at the defendant's residence, Apt. I-28, Glennview Apartments, 1019 Patricia Drive, Nashville, Davidson County, Tennessee, be and the same hereby is divested out of the complainant, Thomas H. Griggs, and title to said property is hereby vested in the defendant, Betty S. Griggs.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court in accordance with said property settlement agreement that all right, title and interest of the defendant, Betty S. Griggs, in the furniture and household goods of the parties now located at complainant's residence, Rt. 1, Whites Creek, Tennessee, be and the same hereby is divested out of the defendant, Betty S. Griggs, and title to said property is hereby vested in the complainant, Thomas H. Griggs.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the complainant, Thomas H. Griggs, pay the costs of

said cause, to enforce the collection of all of which execution may issue if necessary.

JUDGE

APPROVED FOR ENTRY:

EDWARDS, SCHULMAN, McCARLEY, HOLLINS & PRIDE

BY: John J. Hollins
John J. Hollins
Solicitor for Complainant

Clark H. Tidwell
Solicitor for Defendant

PICK-UP
JUN 3 9 43 AM '93
DAVIDSON COUNTY, TN
IDENTIFICATION REFERENCE
2.6.0.5.9

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* 7th *day of* August, *19* 70, *in Case Number* 58652 *between* Thomas H. Griggs *Plaintiff, and* Betty S. Griggs *Defendant, as same remains of record in Book* 66C, *Page* 1098 *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* 3rd *day of* June *in the year one thousand nine hundred and* Ninety Three *and in the* 217th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Bill Riggs, *D.C.*

Form #GR-117