4-8-74
110c/1036

IN THE SECOND CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

ERNEST AUSTIN TODD	)	
	)	
-VS-	)	NO. 72825
	)	
BILLIE JEAN KEATON TODD	)	

FINAL DECREE

This cause came on to be heard on this 2nd day of April, 1974, before the Honorable Robert H. Polk, Special Judge of the Second Circuit Court of Davidson County, Tennessee, upon the original bill for absolute divorce filed by the Complainant, personal service upon the Defendant, default judgment heretofore granted, testimony of Complainant and two witnesses in open Court, statement of counsel, interrogatory of an additional witness, and the entire record in this cause; from all of which the Court is of the opinion that the Defendant has been guilty of such cruel and inhuman treatment or conduct towards Complainant thereby entitling him to an absolute divorce from the Defendant. The Court is further of the opinion that the property settlement agreement entered into by and between the parties should be ratified and affirmed in all respects and made a part of this decree by the inclusion of the same, as follows:

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, certain difficulties have arisen between ERNEST AUSTIN TODD and his wife, BILLIE JEAN KEATON TODD, relative to their marital relations; and,

WHEREAS, the parties have been and now are living separate and apart and have no expectation of resuming marital relations; and,

WHEREAS, there appears no possibility of a reconciliation between the parties and it has now been determined that it is impossible for the parties to live happily in a marital state and Ernest Austin Todd has filed a bill for absolute divorce in the Second Circuit Court of Davidson County, Tennessee; said suit bearing #72825; and,

WHEREAS, the parties desire to enter into a property settlement agreement at this time.

NOW, THEREFORE, for the considerations as herein set out, the parties do enter into this property settlement agreement on this the 14th day of March, 1974, to settle all disputes to all respective property rights. It is specifically

understood and agreed by both parties hereto and they have been so advised that any property settlement entered into by and between them is made subject to the approval and ratification of the Court, in the event the Court should see fit to grant the divorce at the hearing of this cause. In the event of such approval and ratification by the Court, the same may be incorporated within the Decree.

NOW, THEREFORE, the parties agree as follows:

It is agreed and understood that the following items of personal property shall become the sole and absolute property of Billie Jean Keaton Todd: the bedroom furniture, living room television set and sewing machine.

It is further agreed and understood that all the household furnishings with the exception of the items listed above shall become the sole and absolute property of Ernest Austin Todd.

It is agreed and understood that the home owned by the parties as tenants by the entirety and located at 2501 Cruzen Avenue, Nashville, Tennessee, and more fully described below, and any equity therein shall become the sole and absolute property of Ernest Austin Todd:

"Land in Davidson County, Tennessee, being Lot No. 190 on the Map of Grandview Heights Addition, a plan of which is of record in Book 161, Pages 14 and 15, Register's Office for said County.

Said Lot No. 190 fronts 50 feet on the westerly side of Cruzen Avenue and runs back along the south margin of Newsom Street to an alley.

Being the same property conveyed to Ernest A. Todd and wife, Billie Jean Todd, by installment deed from Jewell Realty and Investment Company, Inc. of record in Book 3615, Page 365, Register's Office for Davidson County, Tennessee."

It is understood and agreed by the parties hereto that this instrument has been signed by their own free will and the same has been made subject to the approval and ratification of the Court and may be incorporated in the Decree in the event that such a divorce is granted.

Each of the parties shall from time to time, at the request of each other, execute, acknowledge and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this agreement.

The provisions of this agreement and their legal effect have been fully explained to the parties and each party acknowledges that the agreement is fair and equitable, that it is being entered into voluntarily, and that it is not the result of any duress or undue influence.

This agreement contains the entire understanding of the parties and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement. The failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

This agreement shall be construed and governed in accordance with the laws of the State of Tennessee.

If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

Except as otherwise stated herein, all the provisions of this agreement shall be binding upon the respective heirs, next of kin, executors, and administrators of the parties.

IN WITNESS WHEREOF, the parties have signed, sealed and acknowledged this instrument in two counterparts, each of which shall constitute an original.

/s/ Ernest Austin Todd

/s/ Billie Jean Keaton Todd

WITNESS:

/s/ Corinne Isabel

/s/ David Isabel

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the Complainant, Ernest Austin Todd, be, and is hereby granted an absolute divorce from the Defendant, Billie Jean Keaton Todd, 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 entered into by and between the parties as hereinabove set out be, and is hereby ratified and affirmed in all respects.

BK 10977 PG 73

The costs of this cause are taxed against the Defendant for which execution will issue, if necessary.

SPECIAL JUDGE

APPROVED FOR ENTRY:

Entered This 8th Day of April, 1974

CHARLES F. FRAZIER
SOLICITOR FOR COMPLAINANT

I hereby certify that a copy of this Final Decree has been mailed to the Defendant, Billie Jean Keaton Todd, c/o Flora Keaton, 1719 5th Avenue, North, Nashville, Tennessee, on this 5th day of April, 1974.

CHARLES F. FRAZIER

04507117

IDENTIF. ➔ REFERENCE

98 JUN 15 AM 11:55

FELIX A. WILSON II REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

0950 06/15 0101 01CASH 20.00

BOOK 10977 PG 74

STATE OF TENNESSEE

I, **RICHARD R. 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 08 day of APRIL , 19 74 , in the Case Number 72825 between TODD, ERNEST AUSTIN Plaintiff, and TODD, BILLY JEAN KEATON Defendant, as same remains of record in Book 110C , Page 1036 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 15 day of JUNE in the year one thousand nine hundred and ninety-eight and in the 222nd year of American Independence.

RICHARD R. ROOKER, Clerk,

SEAL

By B. Rawls
Deputy Clerk