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4-17-72

BETTY R. WATWOOD	)	IN THE FOURTH CIRCUIT COURT OF
VS.	)	DAVIDSON COUNTY, TENNESSEE
BOBBY GLEN WATWOOD	)	NO. 61277

Davidson County DEEDDIV
Recvd: 10/10/00 08:18 6pgs
Fees:26.00 Taxes:0.00
20001010-0100317

DECREE

This cause came on for hearing April 12, 1972, before Honorable Benson Trimble, Judge, Fourth Circuit Court, Davidson County, Tennessee, upon petition by Betty R. Watwood to make the decree of bed and board divorce final, the same having been granted September 27, 1971, testimony of witnesses heard in open Court, statement of counsel and a property settlement agreement entered into by and between the parties, which was shown to the Court and the Court found just, equitable and proper, and upon the entire record. From all of which the Court finds that the bed and board divorce heretofore granted on September 27, 1971 should be made absolute;

It is therefore ORDERED and DECREED that:

1. The bonds of matrimony heretofore subsisting between the parties be and the same are hereby dissolved, and the complainant, Betty R. Watwood, is awarded an absolute divorce from the defendant, Bobby Glen Watwood, and she is restored to all the rights and privileges of an unmarried person.

2. That the absolute care, custody and control of the two minor children of the parties be and is hereby committed to the complai nant, Betty R. Watwood, with reasonable rights of visitation awarded to the defendant.

3. For the support, care and maintenance of the two minor children, the defendant will pay to Betty R. Watwood the sum of $50.00 per week, commencing April 14, 1972, and on each Friday of each week thereafter the same amount.

4. That the property settlement agreement, as entered into by and between the parties, be and the same is hereby made the judgment of this Court, the same being in words and figures as follows:

"AGREEMENT

This agreement made and entered into at Nashville, Tennessee on April 12th, 1972, by and between Betty R. Watwood, hereinafter called the wife, and Bobby Glen Watwood, hereinafter called the husband:

W I T N E S S E T H:

The parties are husband and wife, and heretofore on September 27, 1971, the Fourth Circuit Court, Davidson County, Tennessee, granted a bed and board divorce to the wife for a period of six months under Rule #61277. The six months has now expired, and there being no chance of a reconciliation between the parties, and a petition having been filed to make the divorce absolute, the parties desire to settle their property rights.

Thus, for and in consideration of the mutual covenants herein contained, the parties agree as follows:

1. The wife will receive custody of the minor children of the parties with reasonable rights of visitation to the husband.

2. The husband will pay to the wife the sum of $50.00 per week as child support for the two minor children.

3. The wife will receive all of the household furniture and furnishings, and the wife will also receive the automobile which she now drives, and the husband will transfer the same to her.

4. The husband will assume all of the obligations connected with Bobby's Discount Store and hold the wife harmless therefrom.

5. The husband will pay to Earl A. McNabb, attorney for the wife, a fee in the amount of $250.00.

6. The wife will receive the property located at 802 Currey Road, Nashville, Tennessee, however, the husband has an option for a period of 30 days to purchase the entire property from the wife for the cash sum of $8,000.00, and upon payment of the said $8,000.00 the wife contracts and agrees that she will deed all her right, title and interest in and to the property to the husband, subject to the mortgage thereon, and in the event this option isnot exercised within the period specified, then the property shall become the property of the wife.

7. The husband will pay the costs of the cause.

It is understood and agreed that this is a full, final and complete settlement of the property rights as between the parties, and that neither has any further or other claim against the other, and this agreement is entered into of the own free will of the parties and if this agreement be approved by the Court, it shall become a part of any final decree of divorce granted to either party.

Witness our hands the day and date first above written.

S/B. G. Watwood
Husband

S/Clark H. Tidwell
Witness

S/Betty Watwood
Wife

S/Earl A. McNabb
Witness"

5. That all the right, title and interest that the defendant, Bobby Glen Watwood, has in and to the real and personal property located at 802 Currey Road, Nashville, Tennessee, be and the same is hereby divested from him and invested in the complainant, Betty R. Watwood, subject to the mortgage thereon, however, the said Bobby Glen Watwood has an option for a period of 30 days to purchase the real estate (not the personal property) from the said Betty R. Watwood, upon payment to her in cash the sum of $8,000.00 for a period of 30 days, and upon the payment of $8,000.00 within the 30 day option period, Betty R. Watwood will deed all of her right, title and interest in and to the real estate to Bobby Glen Watwood, subject to the mortgage thereon, however, in the event this option is not exercised within the period specified, then the real estate shall be and become the property of Betty R. Watwood, subject to the mortgage thereon.

Enter April _____, 1972.

JUDGE

APPROVED FOR ENTRY:

Solicitor for Betty R. Watwood

Solicitor for Bobby Glen Watwood

I certify that I have mailed a copy of this Decree to Mr. Clark H. Tidwell, Attorney, L & C Tower, Nashville, Tennessee 37219.

Attorney

AGREEMENT

This agreement made and entered into at Nashville, Tennessee on April 12th, 1972, by and between Betty R. Watwood, hereinafter called the wife, and Bobby Glen Watwood, hereinafter called the husband:

WITNESSETH:

The parties are husband and wife, and heretofore on September 27, 1971, the Fourth Circuit Court, Davidson County, Tennessee, granted a bed and board divorce to the wife for a period of six months under Rule # 6 1 2 7 7. The six months has now expired, and there being no chance of a reconciliation between the parties, and a petition having been filed to make the divorce absolute, the parties desire to settle their property rights.

Thus, for and in consideration of the mutual covenants herein contained, the parties agree as follows:

1. The wife will receive custody of the minor children of the parties with reasonable rights of visitation to the husband.

2. The husband will pay to the wife the sum of $50.00 per week as child support for the two minor children.

3. The wife will receive all of the household furniture and furnishings, and the wife will also receive the automobile which she now drives, and the husband will transfer the same to her.

4. The husband will assume all of the obligations connected with Bobby's Discount Store and hold the wife harmless therefrom.

5. The husband will pay to Earl A. McNabb, attorney for the wife, a fee in the amount of $250.00.

6. The wife will receive the property located at 802 Currey Road, Nashville, Tennessee, however, the husband has an option for a period of 30 days to purchase the entire property from the wife for the cash sum of $8,000.00, and upon payment of the said $8,000.00 the wife contracts and agrees that she will deed all her right, title and interest in and to the property to the husband, subject to the mortgage thereon, and in the event this option is not exercised within the period specified, then the property shall become the property of the wife.

7. The husband will pay the costs of the cause.

It is understood and agreed that this is a full, final and complete settlement of the property rights as between the parties, and that neither has any further or other claim against the other, and this agreement is entered into of the own free will of the parties and if this agreement be approved by the Court, it shall become a part of any final decree of divorce granted to either party.

Witness our hands the day and date first above written.

Clark H Tidwell
Witness

B. J. Watwood
Husband

Witness

Betty Watwood
Wife

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 0 Circuit Court for Davidson County, Tennessee, on the 17 day of APRIL , 1972 , in the Case Number 61277 between WATWOOD, BETTY R. Plaintiff, and WATWOOD, BOBBY G. Defendant, as same remains of record in Vol. 075A , Page 0291 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 20 day of SEPTEMBER in the year two thousand and in the 225th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk