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IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARGIE PAULINE KEITH)
)
-vs-) NO. 85275
)
MELVIN L. D. KEITH)
)

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 4th day of October, 1977, before the Honorable James M. Swiggart, Judge of the Sixth Circuit Court for Davidson County, Tennessee, upon the original Complaint for absolute divorce filed by the Complainant, upon motion of Complainant to amend Complainant's complaint to allege irreconciliable differences between the parties, the Court's approval of same, default judgment taken in the premise, statement of counsel as to the property settlement agreement between the parties, and upon the entire record in this cause, from all of which it appears to the Court that the parties have experienced irreconciliable differences.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the Complainant, Margie Pauline Keith, is hereby awarded an absolute divorce from the Defendant, Melvin L. D. Keith, 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 as agreed to by the parties is reasonable and is hereby approved and made the judgment of the Court as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into on this ____ day

of _____, 1977, by and between Margie Pauline Keith, hereinafter referred to as "Wife," and Melvin L. D. Keith, hereinafter referred to as "Husband";

W I T N E S S E T H:

WHEREAS, there is now pending in the Circuit Court of Davidson County, Tennessee, a divorce action styled Keith vs. Keith, and,

WHEREAS, the parties desire, in the event a divorce is granted to either of them by a Court of competent jurisdiction, and insofar as they may be able to do so, to settle certain property rights between themselves;

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the parties do mutually agree as follows:

1. The Husband agrees that the Wife shall have as her sole and separate property one 1968 Dodge Coronet automobile. The aforementioned automobile is titled solely in the Wife's name at this time.

2. The Husband relinquishes any interest he may have in and to any joint savings account, checking accounts, etc. in any bank to the Wife. Any such accounts in either of the party's separate names shall become that person's sole property.

3. Each of the parties hereby waive any and all rights or claims, including homestead, dower, curtesy or and other claims each may have against the other arising out of the marital relationship which is not expressly stated herein.

4. The Wife agrees to execute a quitclaim deed upon the execution of this agreement to convey all interest she may have in a lot in Rutherford County on Rocky Ford Road consisting of approximately 2.10 acres; and that the Husband shall be responsible for any mortgage on said property either existing or to be obtained and Wife shall be held harmless therefor.

5. That the Husband is the sole owner of the home in which the parties have resided, previous to their separation, said homeplace being located at 928 Shauna Drive, Nashville, Davidson County, Tennessee; and that the Wife shall claim no interest of any nature whatsoever in this property.

6. The Husband agrees that he will be responsible for paying his own attorney fees and the Wife agrees that she will be responsible for paying her own attorney fees, and neither party shall be responsible for paying any attorney fees for the opposite party.

7. The Husband agrees that he will pay the cost of this cause, and will hold the Wife harmless therefrom.

8. The parties agree that this agreement may be adopted as part of any decree of divorce which may be granted to either of them by a court of competent jurisdiction in Davidson County, Tennessee, in the cause now pending in said Court, and all of the terms and provisions of this agreement are subject to the approval of the Court.

IN WITNESS WHEREOF, the parties have executed this agreement of the day and date first above written.

MARGIE PAULINE KEITH

MELVIN L. D. KEITH

It is further, ORDERED, ADJUDGED and DECREED by the Court that the costs of this cause are assessed against the Defendant, Melvin L. D. Keith, for which execution may issue, if necessary.

Enter This 13th Day of Oct., 1971

JUDGE

APPROVED FOR ENTRY:

GERALD D. RICHARDSON
Attorney for Complainant

CERTIFICATE OF SERVICE

This is to certify that I have mailed an exact copy of the foregoing Final Decree to the Honorable William G. Traber, Attorney for Defendant, 107 Donelson Pike, Nashville, Tennessee, 37214, on this the 24 day of October, 1977.

Gerald D. Richardson

GERALD D. RICHARDSON

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 SIXTH Circuit Court for Davidson County, Tennessee, on the 12 day of OCTOBER , 1977 , in the Case Number 85275 between KEITH, MARGIE PAULINE Plaintiff, and KEITH, MELVIN L D Defendant, as same remains of record in Vol. 21B , Page 762 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 18 day of SEPTEMBER in the year two thousand one and in the 225th year of American Independence.

RICHARD R. ROOKER, Clerk,

By B. Rawls
Deputy Clerk

RICHARD R. ROOKER
CIRCUIT COURT CLERK