IN THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE

LUCILLE MARIE WILSON FLETCHER]

VS.] NO. 67371

GRADY B. FLETCHER]

Davidson County DEEDDIV
Recvd: 05/06/04 13:36 5pgs
Fees:27.00 Taxes:0.00
20040506-0051947

FINAL DECREE

This cause came on to be heard this 2nd day of April, 1973, before the Honorable Shelton Luton, Judge of the Probate Court of Davidson County, Tennessee, upon complainant's petition for absolute divorce and pro confesso subsequently taken. From the testimony of the complainant, her corroborating witnesses, statement of counsel, and the entire record in this cause, the Court is of the opinion that the complainant did sustain her grounds for divorce, that is, that the defendant has been guilty of such cruel and inhuman treatment and conduct towards the complainant as renders further cohabitation unsafe and improper for her to remain under his dominion and control.

It is therefore ORDERED, ADJUDGED and DECREED that the complainant, Lucille Marie Wilson Fletcher, is awarded an absolute divorce from the defendant, Grady B. Fletcher, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved, and the complainant is restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties had entered into an agreement which is in words and figures as follows:

> "This Agreement made and entered into this _____ day of February, 1973, by and between LUCILLE MARIE WILSON FLETCHER, hereinafter referred to as the Wife, and GRADY B. FLETCHER, hereinafter referred to as the Husband, both of Nashville, Davidson County, Tennessee.
>
> WITNESSETH:
>
> Whereas, the parties are presently man and wife and differences have arisen between them which are irreconcilable and which have resulted in a separation of the parties; and

Whereas, it appears that a divorce is imminent, the parties are entering into this Agreement for the sole purpose of assisting the Court in making a distribution of the jointly owned property;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The Wife shall have as her sole property the 1965 Oldsmobile automobile.

2. The Husband agrees and does hereby assign and transfer to the Wife all right, title and interest in and to the furniture and furnishings located in the homeplace of the parties at 523 Southcrest Drive, Nashville, Tennessee.

3. It is agreed that the Wife shall receive the homeplace at 523 Southcrest Drive, Nashville, Tennessee, to be her sole property and that the Wife shall be responsible for the payments on the same. Said Husband agrees to transfer and assign, and does hereby do so, all right, title and interest to the said homeplace and agrees to sign any papers necessary to effect such transfer.

4. The Husband agrees to and does hereby assign and transfer to the Wife title to two of the three grave lots at Woodlawn Cemetery heretofore bought by the parties. Said Husband agrees to transfer and assign, and does hereby do so, all right, title and interest to two of the three grave lots and agrees to sign any papers necessary to effect such transfer.

5. It is further agreed that the Wife shall have the custody of the minor child of the parties, Carol Leanne, and that the Husband shall have the right to see and visit with the child at reasonable times and places. Both parties agree not to take the minor child to any place where there is drinking of alcoholic beverages or adult parties. It is agreed that neither party shall say anything detrimental about the other party in the presence of the minor child.

6. The Husband agrees to pay to the Wife $65.00 every other week as child support.

7. The Husband agrees to pay to the Wife's attorney, Harold D. Hardin, the sum of $250.00 as his reasonable attorney's fee.

It is understood and agreed that this instrument is not an agreement to obtain or not to obtain a divorce, nor does it affect in any way the rights of the parties to prosecute his or their suits in any domestic relations court of Davidson County, Tennessee, or the right of the other party to defend same, but is simply and solely a property settlement agreement, and will have no force and effect until such time as approved by a court of

competent jurisdiction in the event one party or the other should seek a divorce.

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

s/ Lucille Marie Wilson Fletcher
LUCILLE MARIE WILSON FLETCHER

s/ Grady B. Fletcher
GRADY B. FLETCHER"

It appears to the Court that the agreement is fair, equitable and appropriate and thus the Court approves the same.

It is therefore ORDERED, ADJUDGED and DECREED that all of the defendant's right, title and interest in and to the property and residence located at 523 Southcrest Drive, Nashville, Tennessee, is divested from the defendant, and vested in the complainant to be hers in fee simple. Said property is more particularly described as follows:

> Being Lot No. 86 on the Plan of Whispering Hills, Section 1, as of record in Book 2331, page 83, Register's Office for Davidson County, Tennessee.
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> Said Lot No. 86 fronts 105.0 feet on the southerly margin of Southcrest Drive and runs back between lines measuring 244.7 feet on the easterly line and 248.1 feet on the westerly line to a dead line in the rear measuring 105.2 feet thereon.
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> Being the same property conveyed to Cheek and Jones, Inc. by deed from Joseph J. Wimberly, III and wife, Sylvia Joyce Wimberly of record in Book 3959, page 28, Register's Office for Davidson County, Tennessee.

In addition thereto, all of defendant's interest in the household furnishings located at the aforementioned property shall be divested out of the defendant and awarded to the complainant, and the same is ORDERED, ADJUDGED and DECREED.

It is further ORDERED, ADJUDGED and DECREED that the complainant shall have as her sole property the 1965 Oldsmobile automobile.

It is further ORDERED, ADJUDGED and DECREED that the defendant shall assign and transfer to the complainant title to two

of the three grave lots at Woodlawn Cemetery heretofore bought by the parties and that all the defendant's right, title and interest in and to two of the three lots shall be divested from the defendant and reinvested in the complainant, and that the defendant shall sign any and all papers necessary to effect such transfer.

It is further ORDERED, ADJUDGED and DECREED that the complainant shall have the custody of the minor child of the parties, Carol Leanne, and that the defendant shall have the right to see and visit with the child at reasonable times and places. Neither party shall take the minor child to any place where there is drinking of alcoholic beverages or adult parties, nor shall either party say anything detrimental about the other party in the presence of the minor child.

It is further ORDERED, ADJUDGED and DECREED that the defendant shall pay the sum of Sixty-five and no/100 ($65.00) Dollars every other week to the complainant as child support.

It is further ORDERED, ADJUDGED and DECREED that the defendant shall pay the sum of Two Hundred Fifty and no/100 ($250.00) Dollars to Harold D. Hardin, attorney for complainant, as his reasonable attorney's fee; and that the defendant be taxed with the costs of this cause, for all of which execution may issue if necessary.

Entered this 10th day of April, 1973.

Stella Lubo
JUDGE

APPROVED FOR ENTRY:

Harold D. Hardin
Attorney for Complainant

I certify that a copy of this Final Decree has been mailed to Hon. John J. Hollins, attorney for defendant, today the 9th day of April, 1973.

Attorney

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 SEVENTH Circuit Court for Davidson County, Tennessee, on the 10 day of APRIL , 1973 , in the Case Number 67371 between FLETCHER, LUCILLE MARIE Plaintiff, and FLETCHER, GRADY B Defendant, as same remains of record in Vol. 024B , Page 00757 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 13 day of FEBRUARY in the year two thousand four and in the 227th year of American Independence.

RICHARD R. ROOKER, Clerk,

SEAL

By _____
Deputy Clerk