IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

HENRINE COLE WALKER)
)
VS.) NO. 79579
)
THOMAS LEE WALKER, III)

Davidson County DEEDDIV
Recvd: 06/03/09 12:17 7 pgs
Fees:37.00 Taxes:0.00
20090603-0051191

FINAL DECREE

This cause came on to be heard on this the 12th day of May, 1976, before the Honorable J. William Rutherford, upon the original Bill of Complaint, personal service on the Defendant, Answer and Counter-Complaint filed by the Defendant and Cross-Plaintiff and Answer of the Cross-Defendant, and Agreed Order transferring the case to Non-contested Docket and allowing case to be tried on the Original Petition of HENRINE COLE WALKER, and the Plaintiff and her witnesses appearing in open Court and upon the testimony of said Plaintiff and her witnesses, argument of counsel and upon the entire record; from all of which it appears to the satisfaction of the Court that the allegations of the Plaintiff's Bill have been fully sustained by the proof; that is, that the Defendant has been guilty of such cruel and inhuman treatment or conduct towards the Complainant as would render further cohabitation between the parties unsafe and improper for her to remain under his dominion and control, and that, therefore, the Plaintiff should be granted a divorce.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting between the parties be, and the same are, hereby forever and perpetually dissolved, and the Plaintiff is awarded an absolute divorce from the Defendant 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 heretofore agreed to by the parties be, and the same is hereby confirmed, approved and ratified. Said property agreement is as follows:

"PROPERTY SETTLEMENT AGREEMENT"

"THIS PROPERTY SETTLEMENT AGREEMENT made on this the 3rd day of March, 1976, by and between HENRINE COLE WALKER, hereinafter called Party of First Part and THOMAS LEE WALKER, III, hereinafter called Party of Second Part, all parties being residents of Davidson County, Tennessee.

WITNESSETH:

WHEREAS, the parties hereto were married on June 26, 1965, in Nashville, Davidson County, Tennessee; and

WHEREAS, serious difficulties have arisen between the parties hereto, rendering it impossible for them to longer live together as husband and wife, and by reason thereof, the said parties are now living separate and apart; and

WHEREAS, each of the parties hereto desires to settle and adjust their marital interest in all rights and claims in and to the property of the other, now and hereafter acquired:

NOW, THEREFORE, it is mutually agreed as follows:

1. The party of the first part shall have the exclusive care, custody and control of the parties' minor children, with reasonable rights of visitation to the party of the second part.

2. The party of the second part shall pay to the party of the first part the sum of Seventy-Five ($75.00) Dollars per week for the support and maintenance of the parties' minor children.

3. The party of the first part shall have as her sole and separate property the house and lot located at street address, 821 North 6th Street, Nashville, Davidson County, Tennessee, together with all household furniture, furnishings and appliances, and all else located in and around said real property.

4. The party of the second part shall provide an insurance policy covering sick, accident, and hospitalization for the minor children, said policy to continue only insofar as it is available through his employment and without burdensome expense to the party of the second part.

5. The party of the second part agrees to pay to DAVID J. LEVINE, Attorney, the sum of $250.00, as his reasonable attorney's fee, for services rendered the party of the first part.

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5. The party of the second part agrees to pay to DAVID J. LEVINE, Attorney, the sum of $ 250.00, as his reasonable attorney's fee, for services rendered the party of the first part.

6. It is further mutually agreed and understood that after the signing of this Agreement, both parties are to be forever barred from any right, claim, dower or interest in and to the property of the other.

7. It is further agreed by and between the parties hereto on the execution of this Agreement, that neither party will use or attempt to use credit of the other, for any purpose whatsoever, without first obtaining the written consent of the other party.

8. This settlement and property arrangement is not an agreement pertaining to a divorce, but either party is free to file any action for divorce upon the facts that they might have or to proceed in pending suit, upon such grounds as either party can legally present.

9. This AGREEMENT is meant and intended by the parties to be a full, final and complete release by each party, of any interest whatsoever, which either party may now or hereafter have in the property of the other as herein provided.

IN WITNESS WHEREOF, the parties have hereunto set their signatures, on this the 3 day of August, 1975, at Nashville, Tennessee.

Jeanine Walker
Party of the First Part

Thomas Lunsford III
Party of the Second Part

WITNESS:

M I N U T E S, ON THE TWENTIETH DAY OF MAY, 1976.

IN WITNESS WHEREOF, the parties have hereunto set their signatures, on this the 3rd day of March, 1975, at Nashville, Tennessee."

s/ Henrine Walker
Party of the First Part

s/ Thomas L. Walker, III
Party of the Second Part

WITNESS:

s/ David J. Levine

s/ William Thomas McHugh "

The Defendant will pay the costs of this cause for which let execution issue.

ENTERED this 20 day of May, 1976.

JUDGE

APPROVED FOR ENTRY:

DAVID J. LEVINE,
Attorney for Plaintiff

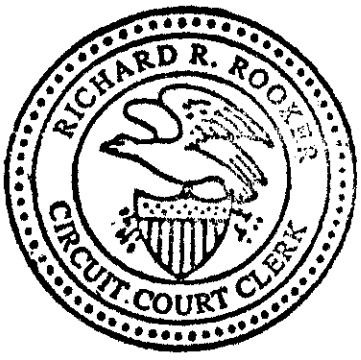
WILLIAM THOMAS McHUGH,
Attorney for Defendant

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 FIRST Circuit Court for Davidson County, Tennessee, on the 20 day of MAY , 1976 , in the Case Number 79579 between WALKER, HENRINE COLE Plaintiff, and WALKER, THOMAS LEE III Defendant, as same remains of record in 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 06 day of MAY in the year two thousand nine and in the 232nd year of American Independence.

SEAL



RICHARD R. ROOKER, Clerk,

By L Tyson
Deputy Clerk

I, Hal Wilson, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

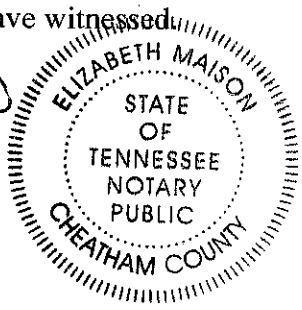
Signature

State of TN
County of Davidson

Personally appeared before me, Elizabeth Maison, a notary public for this county and state, Hal Wilson, who acknowledges that this certificate of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My commission expires: 04-15-12



(Seal)