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IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

8-20-76
140C/1746

DIANA REA ALLISON LYONS)
)
VS.) File No. 83345
)
JAMES RUSSELL LYONS)

FINAL DECREE

This cause came on to be heard on this the 16th day of August, 1976, before the Honorable Muriel Robinson, Special Judge, upon the complaint of Dianna Rea Allison Lyons for Absolute Divorce and personal service upon James Russell Lyons, the defendant, and defendant's answer thereto, and upon defendant's counter-complaint for Absolute Divorce and the answer thereto of Diana Rea Allison Lyons, and upon testimony of James Russell Lyons and his three witnesses in open court and the appearance of Diana Rea Allison Lyons by and through her attorney, Honarable L.R. DeMarco, along with the statement of counsel, from all of which the Court is of the opinion that the Petition of James Russell Lyons is well taken and the relief sought should be granted.

In addition, an agreement entered into between the parties on August 16, 1974 was shown to the Court, which agreement the Court hereby approves and is as follows:

> It is mutually agreed between James Russell Lyons, husband, and Diana Rea Allison Lyons, wife, as follows:
>
> 1. The consideration for this agreement is the mutual promises and agreements contained herein.
> 2. Subject to the provisions of this agreement each party has released and discharged, and by this agreement does for himself or herself and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other from all cause of action, claim, rights or demands whatsoever in law or equity, which either of the parties had or now has, against the other, such as accrue under this contract and any and all causes of action for divorce, except for the divorce itself.

3. All personal property now in the possession of the wife shall be hers, and all personal property now in the possession of the husband shall be his, except that the wife shall have additionally three specific pieces of furniture which belonged to her grandparents.

4. The husband and wife own a house and some land located on Lickton Pike in Davidson County, Tennessee, and is the same real estate which is recorded in Book "4024", Page 718, in the Register's Office of Davidson County, Tennessee. This property is presently subject to a deed of trust to G.W.F. Cavender, of USDA, FHA. The approximate unpaid balance is $9,500. The wife agrees to execute a deed for any and all interest in said real estate to the husband. The husband shall assume and be fully responsible for and pay the said mortgage to the mortgage holder according to the terms and conditions until it is paid in full, holding the wife harmless for said mortgage.

5. The wife expressly waives all rights to present and future alimony or support payments for herself, other than what might be construed as such in this agreement.

6. From and after the date of this agreement neither the husband or wife shall incur any obligations in the name of the other party.

7. It is agreed that the said wife shall have the exclusive custody, supervision, care and control of said child born of this marriage, free from all interference of said husband, other than set out hereinbelow and that she will be responsible for the support of said child. It is agreed that the husband will be able to visit with the said child at any reasonable times and hours.

The husband shall pay $30.00 per week for the support of his child, beginning immediately, plus any medical expenses of the child.

8. The husband and wife acknowledge that the provisions of this agreement are adequate and satisfactory to them. The husband and wife therefore accept these provisions in full and final settlement and satisfaction of all claims and demands. He acknowledges that the transfers, conveyances, covenants and commitments made in said Agreement are in satisfaction of all claims and demands for alimony by wife and for any provisions for support and maintenance for her. He recognizes said provisions fully discharge him from all such claims and demands except as provided in this agreement.

9. Nothing herein contained shall be deemed to prevent either of the parties from maintaining a suit for an absolute divorce against the other in any jurisdiction; provided, however the terms of this Agreement might be incorporated into any divorce decree.

10. The husband shall pay the balance of attorney's fee of the wife, in the amount of one hundred and sixty dollars.

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

12. Either party may bring an appropriate action to enforce the provisions of this agreement; however, in the event either of the parties shall fail to abide by the terms of this agreement, the other party shall be free to institute such legal proceedings as shall be appropriate to enforce his or her rights.

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

IN WITNESS WHEREOF, the parties and their attorneys have signed and acknowledged this instrument this 16th day of August, 1976.

s/ James Russell Lyons s/ Diana Ray Allison Lyons

s/ David Rizor, Atty. s/ L.R. DeMarco, Atty.

It is, therefore, ORDERED, ADJUDGED, and DECREED that James Russell Lyons be and he is hereby granted an absolute divorce from Diana Rea Allison Lyons on the grounds of cruel and inhuman treatment or conduct toward him so as to render further co-habitation unsafe and improper.

It is further ORDERED, ADJUDGED, and DECREED that custody of the parties' minor child, James Stanley Lyons, is granted to Diana Rea Allison Lyons with leave granted to James Russell Lyons to visit with the said child at any reasonable times and hours.

It is further ORDERED, ADJUDGED, and DECREED that James Russell Lyons shalllpay $30.00 per week for the support of his child, beginning immediately, plus any medical expenses of the child.

It is further ORDERED, ADJUDGED, and DECREED that all personal property now in the possession of Diana Rea Allison Lyons shall be hers, and all personal property now in the possession of James Russell Lyons shall be his except that the wife shall have additionally three specific pieces of furniture which belonged to her grandparents.

It is further ORDERED, ADJUDGED, and DECREED that all title and interest in the house and land of the parties located on Lickton Pike in Davidson County, Tennessee, recorded in Book 4024 , Page 718 , in the Register's office of Davidson County, Tennessee shall be in James Russell Lyons exclusively and divested out of Diana Rea Allison Lyons, and that he shall be responsible for and pay the mortgage to the mortgage holder according to the terms and conditions until it is paid in full, holding Diana Rea Allison Lyons harmless for said mortgage, as set out in paragraph four of said agreement.

It is further ORDERED, ADJUDGED, and DECREED that James Russell Lyons shall pay the balance of the attorney's fee for Diana Rea Allison Lyons to L.R. DeMarco, in the amount of one hundred and sixty dollars. The costs of this cause are taxed against Diana Rea Allison Lyons for which execution may issue if necessary.

Enter this 20th day of August, 1976.

Russell Robinson
SPECIAL JUDGE

APPROVED FOR ENTRY:

David Rizor
David Rizor

xc: L.R. DeMarco

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STATE OF TENNESSEE

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DIANA RAE ALLISON LYONS
[Plaintiff(s)]

vs. **Docket No:** *83345*

JAMES RUSSELL LYONS
[Defendant(s)]

I, JOSEPH P. DAY, 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 above styled case on August 20, 1976 in the First Circuit Court for Davidson County, Tennessee, 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, on April 18, 2023.

JOSEPH P. DAY CIRCUIT COURT CLERK

JOSEPH P. DAY, Clerk,

By: M DeJesus
Deputy Clerk

CERTIFICATE OF AUTHENTICITY

I, the undersigned Daniel L. Wischhof, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 18TH day of APRIL, 2023.

Date: 4-26-2023

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Theresa C. Richardson, a notary public for this county and state, Daniel L. Wischhof, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed on this 26 day of APRIL, 2023.

My commission expires 7/9/2024.

THERESA C. RICHARDSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY