THIS INSTRUMENT PREPARED BY
H. E. COLLINS ATTY.
NASHVILLE, TENN.

Nov. 24, 1971
mb 2047/380

BOOK 1825 PAGE 728

PATRICIA VELETA WHITE	)	
	)	IN THE PROBATE COURT FOR
VS.	)	DAVIDSON COUNTY, TENNESSEE
	)	
ROBERT THOMAS WHITE	)	NO. 63147

102-3
13 pw

FINAL DECREE

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This cause came on to be heard this 23rd day of November, 1971, before the Hon. Shelton Luton, Judge of the Probate Court for Davidson County, Tennessee, upon the petition for absolute divorce filed by petitioner, Patricia Veleta White, the order pro-confesso, testimony of witnesses introduced and examined in open Court, and upon consideration of the entire record;

From all of which the Court finds that the defendant, Robert Thomas White, was duly before the Court by personal service of process; that the allegations of the petition for absolute divorce are sustained by the proof; that defendant has been guilty of cruel and inhuman treatment; and that petitioner is entitled to an absolute divorce.

The Court further finds that the property settlement agreement entered into by the parties is proper and should be confirmed and approved by the Court, with the exception of item "10" which the Court hereby modifies and directs that defendant immediately start making payments for the support and maintenance of the minor child of the parties, the same being $50.00 due and payable on the 1st day of December, 1971, and a like payment on the 15th day of December, 1971, and a like payment on the 1st and 15th day of each month thereafter; and that defendant should make said payments directly to Patricia Veleta White and keep a receipt for all payments. This agreement with the above modification should be approved and the property of the parties should be distributed as provided in the property settlement agreement; and the parties should pay the outstanding indebtedness as provided in the property settlement agreement.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED by the

RECORDER'S MEMO
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Court that petitioner be and hereby is granted an absolute di[v] from defendant and restored to all the rights and privileges [of] unmarried person; that petitioner be and hereby is awarded the exclusive care, custody, and control of the minor child of the parties, Bonnie L. White; and that defendant be and hereby is granted visitation rights pursuant to the property settlement agreement.

IT IS ORDERED, ADJUDGED, AND DECREED by the Court that the Property and Custody Agreement entered into between the parti[es] be and hereby is approved and ratified by the Court and made the judgment of the Court, with the exception of item ten in connec[tion] with the commencing of the child support payments, and that the child support payments commence on December 1, 1971, said agree[ment] is as follows: and that defendant pay all child support payment[s] to Patricia Veleta White and keep a receipt for all payments.

PROPERTY AND CUSTODY AGREEMENT

This agreement made and entered into by and between Patricia Veleta White and Robert Thomas White, both resid[ents] of Davidson County, Tennessee.

WHEREAS, the parties hereto have encountered marital difficulties which are apparently irreconcilable; and,

WHEREAS, the parties hereto are mutually desirous of adjusting certain property rights between themselves,

NOW, THEREFORE, for good and sufficient consideratio[n], the parties hereto mutually agree as follows;

1. Patricia Veleta White agrees to transfer all her right, title, and interest in and to the home of the parti[es] located at 615 Galaxie Drive, Nashville, Davidson County, Tennessee, to Robert Thomas White.

2. Robert Thomas White agrees to assume any and all outstanding indebtedness owing on the said home and will Patricia Veleta White harmless from any payments on same.

3. The parties have hereto made a distribution of household furnishings that were located in the home of t[he] parties and the parties hereby agree that they have sur[-]

all right, title, and interest in and to the furniture and/or household furnishings now in the possession of the other party.

4. Robert Thomas White agrees to transfer all his right, title, and interest in and to a 1968 Pontiac automobile to Patricia Veleta White.

5. Patricia Veleta White agrees to transfer all her right, title, and interest in and to the 1963 Chevrolet pickup truck, the 1963 Ford automobile, and the Chris Craft boat to Robert Thomas White.

6. Robert Thomas White agrees to assume any and all indebtedness owing on the said Chris Craft boat and will hold Patricia Veleta White harmless from any payment on same.

7. Robert Thomas White agrees to pay any and all U. S. income tax owed to the Federal Government by the parties and further agrees to pay any and all outstanding indebtedness owed by the parties to Grant's Department Store made and owing prior to the date of this agreement.

8. It is further agreed by the parties that Patricia Veleta White shall have complete custody and control of the minor child of the parties, namely, Bonnie L. White, and that Robert Thomas White shall have visitation rights at reasonable times and places, and at all times in the presence of other persons.

9. Robert Thomas White agrees to pay for five months after the date of this agreement all the utilities for the home at 615 Galaxie Drive, Nashville, Tennessee, the indebtednesses owing on the home, and pay to Patricia Veleta White the amount of $75.00 on the 1st day of each month and $75.00 on the 15th day of each month, for the support and maintenance of the minor child of the parties.

10. Robert Thomas White agrees that after five (5) months from the date of this agreement he will pay to Patricia Veleta White the amount of $50.00 on the 1st day of each month and $50.00 on the 15th day of each month for the support of

the minor child of the parties.

11. The parties agree that both parties shall have t right to reside in the home and, in the event a divorce i granted either of the parties, Patricia Veleta White agree to remove from the premises within a reasonable time.

12. Both parties further agree that all other persona belongings and household furnishings not herein disposed at this time in the possession of the separate parties sha become their sole and separate property, free from any clai by the other party.

13. Patricia Veleta White agrees that Robert Thomas White shall claim the minor child as a deduction for inco tax purposes.

14. It is understood and agreed that these presents contain the entire agreement between the parties hereto a that this agreement or pertinent portions thereof may be incorporated in the decree of any divorce proceedings, sh the Court see fit to decree a divorce between the parties.

15. Nothing herein is intended, nor shall be construe as infringing upon the prerogative of any Court having jurisdiction; the sole and only purpose of this agreement being the mutual desire of the parties to make advantage disposition of their jointly-owned property.

IN WITNESS WHEREOF, the parties have hereto set thei hands on the day and date as written following their sign each retaining a copy hereof, the receipt of which is her acknowledged.

WITNESSETH:

/s/ Dianne H. McGowan Patricia Veleta White 7-22-71

/s/ Dianne H. McGowan Robert Thomas White 7-22-71

IT IS ORDERED, ADJUDGED, AND DECREED by the Court t defendant's interest in and to the household furniture and furnishings in the possession of petitioner and the 1968 Pon automobile be and hereby is divested out of defendant and ve

RECORDER'S MEMO:
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in petitioner.

IT IS ORDERED, ADJUDGED, AND DECREED by the Court that petitioner's interest in and to the home of the parties located at 615 Galaxie Drive, Nashville, Davidson County, Tennessee, be and hereby is divested out of petitioner and vested in defendant, said property is described as follows:

> Land in Davidson County, Tennessee, being Lot No. 1088 on the Plan of Charlotte Park, Section 14, as of record in Book 3300, pages 29 and 30, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 1088 fronts 93.0 feet on the southwesterly side of Galaxie Drive, and extends back 145.64 feet on the northwesterly line and 150.0 feet on the southeasterly line, to a broken line in the rear on which it measures 75.3 feet.
>
> Being the same property conveyed to Robert T. White and wife, Patricia V. White, by deed from Cumberland Valley Builders, Inc., of record in Book 3404, Page 383, Register's Office for Davidson County, Tennessee.

IT IS ORDERED, ADJUDGED, AND DECREED by the Court that petitioner's interest in and to the household furniture and furnishings in the possession of defendant, the 1963 Chevrolet pick up truck, the 1963 Ford automobile, and the Chris Craft boat be and hereby is divested out of petitioner and vested in defendant.

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

APPROVED FOR ENTRY:

Harold E Collins
Attorney for Petitioner

Shelton Luton
JUDGE

C59094

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IDENTIF. REFERENCE

JUN 17 3 50 PM '74
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

I certify a copy to Opposing Counsel this 29th day of November 1971
H. E Collins

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STATE OF TENNESSEE

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a* ~~correct transcript~~ True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Patricia Velita White *Plaintiff, and* Robert Thomas White *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 17th *day of* June *in the year one thousand nine hundred and* Seventy Four *and in the* 198 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara E Adkerson D. C.