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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JANET LOUISE ALLOWAY FISHER]
]
VS.] No. 63936
]
W. H. FISHER]

FINAL DECREE

This cause came on for hearing on this the 28th day of February, 1972, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original petition filed by complainant, Janet Louise Alloway Fisher, personal service had on defendant, answer filed, and with the same being transferred to the uncontested docket by agreed order and with the defendant withdrawing his answer, testimony of witnesses heard in open court, statement of counsel and upon the entire record in this cause. From all of which it appears to the Court that the allegations in complainant's petition are fully sustained, that is that the defendant W. H. Fisher, has been guilty of such cruel and inhuman treatment and conduct towards your 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 bonds of matrimony heretofore subsisting between the parties be, and the same are hereby, dissolved and the complainant, Janet Louise Alloway Fisher, is awarded an absolute divorce from the defendant, W. H. Fisher, and she is restored to all the rights and privileges of an unmarried person.

It is further ORDERED and DECREED that the custody of the minor child of the parties, to wit, Harold Mark Fisher, age

thirteen (13) years, is hereby vested with the complainant, Janet Louise Alloway Fisher, with reasonable rights of visitation being awarded the defendant.

It further appears to the Court that the parties through and by counsel have entered into the following property settlement agreement:

MARITAL SEPARATION AGREEMENT AND PROPERTY SETTLEMENT

THIS AGREEMENT made and entered into this 20th day of October, 1971, by and between JANET L. FISHER, hereinafter referred to as "Party of the First Part", and WILLIAM H. FISHER, hereinafter referred to as "Party of the Second Part", both of Nashville, Davidson County, Tennessee.

W I T N E S S E T H

WHEREAS the Party of the First Part and the Party of the Second Part are husband and wife; and,

WHEREAS the parties are living separate and apart, this is true even though the parties at this time share the same house and intend to continue to do so, temporarily. It is anticipated that either one or both of them will file for an absolute divorce in the near future. Each party has made a full disclosure to the other of all properties and assets owned by them and of all the income derived therefrom and from all other sources and of all other debts and liabilities now owing by either of the parties.

In consideration of the mutual promises and agreements herein contained, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. CUSTODY. The Party of the First Part shall have and retain sole care and custody and control of the minor child born of the marriage of the parties.

2. VISITATION. The Party of the Second Part shall have the right to visit with the minor child of the parties at reasonable places and reasonable times. The parties hereby mutually agree that the child's desires in regard to visitation will be given the greatest consideration and if at a later date, when the child is mature enough to make a proper decision, the parties will be bound by the child's desires in regard to where he wants to establish his residence.

3. SUPPORT. The Party of the Second Part agrees to pay unto the Party of the First Part the sum of $100.00 per month for the support and maintenance of the parties' minor child. It is understood and agreed that the Party

of the First Part will be paying more than fifty (50%) of the child's support, and therefore, will be entitled to claim the child as an exemption on her personal income tax return. The Party of the Second Part at this time has a certain amount of hospitalization insurance. He hereby agrees to continue to keep this insurance in effect for the use and benefit of the minor child, or insurance with another company providing equal protection to the policies that he now has.

4. PROPERTY AND DEBTS. The parties jointly own as tenants by the entirety a house and lot located at 567 Highcrest Drive, Nashville, Davidson County, Tennessee. The Party of the Second Part will convey all of his right, title and interest in and to the land located at 567 Highcrest Drive, Nashville, Davidson County, Tennessee, to Harold Mark Fisher, the son of the parties. It is understood and agreed that the Party of the Second Part will serve as Trustee for the minor child in regard to his interest in the realty located at 567 Highcrest Drive, Nashville, Davidson County, Tennessee.

(b) The Party of the Second Part shall convey all right, title and interest in and to all personal property owned by the parties located in the homeplace located at 567 Highcrest Drive, Nashville, Davidson County, Tennessee, with exception of some small personal items belonging to the Party of the Second Part, and with the exception of gifts heretofore received by him from other people, a description of which to the parties is known.

(c) The Party of the Second Part agrees to convey all his right, title and interest in a 1965 Ford automobile to the Party of the First Part.

(d) The Party of the First Part hereby disclaims any interest in any assets connected with the Party of the Second Part's business known as Womack, Fisher and Harris, Attorneys at Law, and hereby agrees that no claims whatsoever will be made against that business or any bank accounts held by the Party of the Second Part, either in the business name or in his own name individually.

(e) Each of the parties hereto covenants with the other that from this date forward, neither will contract any indebtedness upon the credit of the other, and that, if either shall be compelled to pay any debt of the other, then the party whose benefit such payment have been made will indemnify the other to the full extent of the amount paid. The Party of the First Part expressly waives any rights which she may have to collect any legal fee which may be due to her solicitor or attorney, and agrees that the Party of the Second Part will not be liable to any solicitor for any fees or other costs incurred in connection with her securing or obtaining a divorce.

This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representative and assigns, but shall in no way be construed adversely to the presently existing child of the parties with regard to his right as heir of either party.

This agreement is not intended to and does not have any bearing upon either party's right to a divorce and is not to be construed as an agreement for either party to obtain a divorce, the parties recognizing that the prerogative of granting a divorce rests in the sound discretion of the Court.

It is further understood and agreed by and between the parties that this property settlement agreement is entered into without undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. The provisions of this agreement and their legal effect are fully known by each of the parties, having been fully discussed and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily.

In the event that a divorce is granted, this agreement, or the substance of this agreement, shall be incorporated in the divorce decree.

IN WITNESS WHEREOF, the parties having read this instrument and familiarized themselves with the contents therein, have signed and executed the agreement on the day and date first written above.

s/Janet L. Fisher
Janet L. Fisher
Party of the First Part

s/ Tom B. Harris, Jr.
Witness

s/ William H. Fisher
William H. Fisher
Party of the Second Part

s/Ramon E. Womack
Witness

ADDENDUM TO MARITAL SEPARATION AGREEMENT AND PROPERTY SETTLEMENT

In addition to the agreements of the Marital Separation Agreement and Property Settlement heretofore entered into by and between the undersigned, the parties do further agree that the Party of the Second Part will be responsible for reasonable college expenses incurred by the parties minor child, if the child choses to attend an accredited college or university, prior to his becoming 21 years of age. The parties further

agree that such payments will not exceed the general prevailing costs which would be incurred at that time in a college or university supported by the State of Tennessee.

s/Janet L. Fisher
JANET L. FISHER
Party of the First Part

s/William H. Fisher
WILLIAM H. FISHER
Party of the Second Part

It is ORDERED and DECREED as indicated by the Property Settlement Agreement herein incorporated that the defendant will pay the sum of One Hundred and 00/100 ($100.00) Dollars per month for the support and maintenance of the parties' minor child and it is further ORDERED and DECREED that the complainant will be entitled to claim the child as an exemption on her personal income tax return. It is further ORDERED and DECREED that the defendant shall keep the hospitalization insurance in effect for the use and benefit of the minor child as indicated by the Property Settlement Agreement.

It is further ORDERED and DECREED that all the right, title and interest the defendant has in and to the homeplace of the parties located at 567 Highcrest Drive, Nashville, Davidson County, Tennessee, is hereby divested from him and reinvested in the minor child, Harold Mark Fisher, with the said William H. Fisher serving as Trustee in regard to the child's interest in the land, with a one-half (1/2) interest of said real estate being owned by the complainant and the remaining one-half (1/2) being held for the benefit of the minor child in trust. Said parcel of land is more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 51 on the Map of Whispering Hills, Section 1, as of record in Book 2331, pages 82, 83 and 84, Register's Office for said County.

Said lot fronts 83 feet on the southerly side of Highcrest Drive and runs back between lines 217.1 feet on the easterly line and 234.3 feet on the westerly line to a dead line in the rear on which it measures 118 feet.

Being the same property conveyed to James E. Robinson and wife, Orean P. Robinson, by deed from Woodbine Homes, Inc., of record in Book 2541, page 611, said Register's Office.

It is further ORDERED and DECREED that all the right, title and interest the defendant has in and to the personal property and household furniture and furnishings located in the homeplace at 567 Highcrest Drive, be and the same hereby is, divested from him and reinvested in the complainant to be hers absolute.

It is further ORDERED and DECREED that all the right, title and interest the defendant has in the 1965 Ford automobile is hereby divested from him and reinvested in the complainant as hers absolute.

It is further ORDERED and DECREED that the entire Property Settlement Agreement as incorporated herein in this Final Decree be, and the same is hereby, made the judgment of this Court.

The defendant will pay the cost of this cause, for all of which let execution issue, if necessary.

JUDGE

APPROVED FOR ENTRY:

Solicitor for Complainant

Solicitor for Defendant

I hereby certify that a copy of the foregoing Final Decree has been mailed to the Honorable Damon E. Womack, Attorney for the Defendant, on this the 24th day of February, 1972.

Buried Robinson, Attorney

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

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IDENTIF. REFERENCE

MAR 13 4 13 PM '75

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

MAR 13 75 MISC A* 14.00 * 14.00

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 of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* JANET LOUISE ALLOWAY FISHER *Plaintiff, and* W. H. FISHER *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* 11th. *day of* MARCH *in the year one thousand nine hundred and* SEVENTY-FIVE *and in the* 199th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Jane Smith, D. C.

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