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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

96-16
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PW

JANET CAROL DOWLEN)
)
)
VS.) NO. 76424
)
)
JAMES IRWIN DOWLEN)

ORDER OF ABSOLUTE DIVORCE

This cause came on to be heard on April 4, 1975, before the Honorable Benson Trimble, Judge, upon the complaint for divorce filed by the plaintiff, Janet Carol Dowlen, against the defendant, James Irwin Dowlen, personal service upon the defendant, default judgment taken against the defendant, the testimony of the plaintiff and her two witnesses, statement of both counsel for the plaintiff and the defendant, and upon the entire record.

It appearing to the Court that the allegations of the complaint are sustained by the proof and that the defendant has been guilty of such cruel and inhuman treatment toward the plaintiff as renders further cohabitation unsafe and improper.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony subsisting Janet Carol Dowlen and James Irwin Dowlen are hereby dissolved; and Janet Carol Dowlen is granted an absolute divorce from James Irwin Dowlen on the grounds of cruel and inhuman treatment and is restored to all of the rights and privileges of an unmarried person.

It further appears to the Court that the Property Settlement Agreement entered into by the parties is just and proper and is approved, and

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Property Settlement Agreement is made a part of this order of divorce, to wit:

This Agreement is made and entered into on this the 31 day of March, 1975, by and between James Irwin Dowlen (hereinafter

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termed "husband") and Janet Barton Dowlen (hereinafter termed "wife").

W I T N E S S E T H :

WHEREAS, unhappy differences have arisen between the parties resulting in their separation; and,

WHEREAS, there is now pending in the Circuit Court for Davidson County, Tennessee, under File Number 76424, a divorce action instituted by the wife: and,

WHEREAS, it is the mutual desire of the parites to this agreement to make a permanent, complete and final adjustment of all of their property rights and interest of any kind and nature whatsoever.

NOW, THEREFORE, in consideration of the premises and other mutual covenants contained herein, the parties do hereby mutually agree that in the event the parties are granted a final decree of divorce by the Court and upon said decree becoming final:

1. The husband thereby conveys to the wife all of his right, title and interest in and to a certain parcel of improved real property known as 3354 Percy Priest Drive, Nashville, Tennessee, said real property more fully described as follows, to wit:

> Land in Davidson County, Tennessee, being Lot No. 4 on Plan of Hickory Bend, Section 5, as of record in Book 3600, page 45, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 4 fronts 84.6 feet on the northwesterly side of Percy Priest Drive and extends back 141.6 feet on the northeasterly line and 140.0 feet on the southwesterly line to a dead line in the rear, measuring 96.47 feet thereon.
>
> Being the same property conveyed to James Irwin Dowlen and wife, Janet Barton Dowlen, by deed from Jones Lumber Company, Inc., of record in Book 4185, page 872, Register's Office of Davidson County, Tennessee.

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Upon such conveyance, the wife shall indemnify and hold the husband harmless of and from any liabilities he may have upon or under any obligations made, assumed, or guaranteed by him in connection with the purchase of the aforesaid improved real property by the parties.

2. All of the husband's right, title and interest in and to the wife's personal effects and clothing shall be divested out of the Husband and vested in the wife. All of the wife's right, title and interest in and to the husband's personal effects and clothing shall be divested out of the wife and be vested in the husband.

3. All of the wife's right, title and interest in and to the 1973 Datsun and the 1974 Honda "450" motorcycle, registered in

the husband's name, shall be divested out of the wife and vested in the husband and the husband shall indemnify and hold the wife harmless of and from any and all liabilities he may have upon, or under any obligations made, assumed or guaranteed by her in connection with the said vehicle.

4. All of the husband's right, title, and interest in and to the 1967 Chevrolet Malibu, registered in the husband's name shall be divested out of the husband and vested in the wife, and the wife shall indemnify and hold the husband harmless of and from any and all liabilities he may have upon, or under any obligations made, assumed or guaranteed by him in connection with the said vehicle.

5. All of the husband's right, title and interest in and to all household furniture and furnishings shall be divested out of the husband and vested in the wife for her sole and separate use, except all of the wife's right, title and interest in and to the tape recorder, guitar, and antique clock shall be divested out of the wife and vested in the husband for his sole and separate use. The wife shall indemnify and hold the husband harmless of and from any liabilities he may have upon or under any obligations made, assumed, or guaranteed by him in connection with the purchase of the aforesaid property in this paragraph which becomes the property of the wife.

6. All of the husband's right, title and interest in and to the miscellaneous yard care equipment and household tools shall be divested out of him and vested in the wife except all of the husband's right, title and interest in and to personal tools and equipment which are already removed from the residence and are in the husband's possession.

7. All of the wife's right, title and interest in and to the husband's gun case and guns, rifles, and pistols shall be divested out of the wife and vested in the husband.

9. All of the husband's right, title and interest in and to three of the six grave lots in Hermitage Memorial Gardens shall be divested out of the husband and vested into the wife; and all of the wife's right, title and interest in and to the remaining three of the said six grave lots shall be divested out of the wife and vested into the husband.

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9. The husband assumes and shall pay the balance due and owing, at the time of the execution of this Agreement, to the First American National Bank, Wallace Hall, M. D., J. C. Penny & Sears. The account at Castner-Knott having been paid in full by the husband prior to the execution of this agreement, the wife shall pay any sums due Castner-Knott for charges made by her after said account was paid in full.

10. The wife shall have custody and control of the parties' two children, namely, Shannon Barton Dowlen, born August 14, 1969, and Kimberly Yvonne Dowlen, born October 29, 1966, and the husband shall have visitation privileges with the children at reasonable times. The husband shall pay to the wife as child support the sum of $2,600.00 per year payable at the rate of $50.00 per week but this neither limits nor waives the wife's right to petition the Court for increases nor the husband's right to petition the Court for decreases.

The husband will continue to have the children covered under medical and hospitalization insurance and name the children as beneficiaries of all life insurance presently in force on his life.

The husband shall continue to include the wife under his group hospitalization and medical insurance, if permitted to do so for a period of thirty (30) days following the granting of a divorce. The husband shall not, however, be in any manner personally liable for any medical expenses of the wife following the granting of a divorce.

11. The husband shall pay the wife's attorney's fee resulting from this divorce action not to exceed $350.00.

12. The husband shall pay in full the Court costs of this action.

13. At any time following consummation of the Property Settlement Agreement, either of the parties, upon written request of the other party, shall supply the other party any further documents and instruments (including but not limited to deeds, bills of sale and assignments) as may be reasonably necessary to effectuate the provisions and intent hereof; to remove clouds upon title; or to

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transfer title to property, free and clear of the interest of the party not entitled to title to such property under the provisions hereof.

14. This Property Settlement Agreement is full, final and complete settlement of the property rights and interests of the parties, made and entered into of their own free will; other than as set forth herein, the respective parties do hereby waive any right or interest that he or she may have in any property belonging to the other party; and the parties do hereby waive any dower, homestead, curtesy and alimony rights other than as set forth herein.

15. In the event a divorce should be awarded to either party, this agreement shall be made part of the final decree granting the same.

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

/S/
THOMAS I. BOTTORFF, Attorney for Wife

/S/
JANET BARTON DOWLEN, Wife

/S/
C. EDWARD COOMER, Attorney for Husband

/S/
JAMES IRWIN DOWLEN, Husband

JUDGE

APPROVED FOR ENTRY:

THOMAS I. BOTTORFF

C. EDWARD COOMER

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IDENTIF. REFERENCE

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

MAY 15TH	MISC		A*	12.00	* 12.00

Docket No. 76424 96B/572

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~~ true copy *transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Janet Carol Dowlen *Plaintiff, and* James Irwin Dowlen *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* 15th *day of* May *in the year one thousand nine hundred and* seventy-five *and in the* 199th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Patty Jeanfreau, *D. C.*