2-10-75
94B/770

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LOIS HELEN WALKER]

VS.] No. 73508

CHARLES ROBERT WALKER, JR.] Mcp 59-10-0

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

FINAL DECREE

This cause came on to be heard on the 3rd day of February, 1975, before the Honorable Harold Collins, Special Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the complaint for absolute divorce filed in this cause by the Plaintiff, the Defendant having withdrawn his cross complaint. After hearing the testimony of the Complainant, the testimony of witnesses, statements of counsel, and from the entire record in this cause, the Court finds that the Defendant CHARLES ROBERT WALKER, JR. has been guilty of such cruel and inhuman treatment or conduct towards the complainant as to render further cohabitation unsafe and improper.

It is therefore ORDERED, ADJUDGED and DECREED that the bonds of matrimony subsisting between the parties be and same are hereby dissolved, and that LOIS HELEN WALKER be granted an absolute divorce from CHARLES ROBERT WALKER, JR. and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the child custody and property settlement agreement previously entered into between the parties is in all respects approved by the Court and incorporated herein, verbatim, as follows.

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This agreement made and entered into by and between LOIS HELEN WALKER, hereinafter referred to as Wife, and CHARLES ROBERT WALKER, JR., hereinafter referred to as Husband,

WITNESSETH:

That the parties hereto were lawfully married on May 25, 1961, in Nashville, Davidson County, Tennessee. As a consequence of certain irreconcilable difficulties that have arisen between the parties, the Wife has had filed on her behalf a petition for absolute divorce, and in response, Husband has filed a petition on his own behalf seeking a similar dissolution of the marriage. However, after discussion, the parties are desirous of reaching an agreement concerning the care and custody and support of the child born of the marriage, namely EUCRETIA EILEEN WALKER, and further, that they make a final and permanent settlement and agreement with respect to their various assets, and necessary support payments for their child.

Therefore, for and in consideration of the mutual promises and agreements contained herein, the parties hereto agree, covenant, and bind themselves as follows:

1. Wife shall have the care, custody and control of the minor child of the parties, but Husband shall have the full right and privilege to visit said child, and said child may visit with him at all reasonable times, places, and intervals.

2. Husband shall pay Wife as and for child support the sum of Two Hundred and Twenty-Five Dollars ($225.00) per month, payable on or about the first day of each month hereafter. Further, Husband shall pay, in their entirety, the costs of orthodontist services for the parties' minor child, when such work is required and furnished. All other medical and dental services shall be paid for by Wife. Husband shall pay for special trips taken by the minor child during the Christmas holidays, and during the spring and summer seasons. This responsibility shall apply only

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to trips actually taken by the minor child, and only for the cost of public conveyances. Husband will also pay for an annual membership in child's name to Nashville YMCA.

3. Wife shall receive fee simple title to the house and lot owned by the parties at 4032 Ames Drive, Nashville, Tennessee, subject to the indebtedness thereon. Husband shall retain fee simple title to certain unimproved property recently purchased by him, subject to the first mortgage indebtedness only thereof.

4. Wife shall be awarded title to the Volkswagon automobile presently being driven by her, and Husband shall discharge the indebtedness thereon.

5. Husband will be awarded the Oldsmobile automobile presently being driven by him and assume all payments therefor.

6. Husband shall have title to the boat, outboard motor, trailer and accessories belonging to the parties.

7. Husband shall be responsible for, and hold Wife harmless for, the payment of certain notes due Commerce Union Bank, and the Tennessee State Credit Union. Each of the parties will assume and pay the debts which currently exist in his or her own name, with the exception of note payments and utility payments on the home of the parties, which shall be the responsibility of the Wife.

8. Wife shall retain ownership of certain church bonds in her name, together with certain savings accounts accrued during the marriage of the parties and presently in the Wife's name.

9. Husband shall retain title to the Putnam Mutual Fund, and Wife will make no claim thereon.

10. Each of the parties will retain possession of certain household furnishings and articles presently in their possession, and neither party will make claim upon the other for any furnishings and household articles. The specific items in the possession of each party are set forth as follows:

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Husband

1. Three wall pictures, two wall figurines.
2. A lamp.
3. Stereo set with four speakers.
4. All camera equipment, including a movie camera, projector, carosel, screen, all reel and cassette tapes, popular records, and all accessories. Husband shall also retain possession of all films, slides, and pictures.
5. A tool box and all tools formerly located in the home of the parties, including one 50-foot extension cord.
6. A battery charger.
7. A set of king size pillows and one set of new linen.
8. A digital clock radio.
9. A small electric clock.
10. Seven ashtrays.

Wife

1. Two 18-inch casseroles.
2. One Salton warming tray.
3. The large portable color television set with remote control tuner.

11. The home presently belonging to the parties is in need of certain repairs and painting. The parties agree to divide equally the cost of painting the home, and to also divide equally the cost of replacing all storm windows in need of repair, including cleaning of windows for installation of storm windows.

12. Wife shall make no further claim for attorney's fees on behalf of her solicitor, other than that which has accrued to date in the amount of Two Hundred Dollars ($200.00).

13. This agreement, if and when approved by a Court of competent jurisdiction in Davidson County, Tennessee, and incorporated in any final decree of divorce which might be granted the parties, shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing or heretofore existing between these parties, which either party may now have or which might accrue to either in the future, except as otherwise herein provided. Specifically included in this agreement are any claims for support, maintenance, alimony, dower, homestead, inheritance, or any other interest or demand which might otherwise

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be asserted by either party against the other or against the property or estate of the other.

WITNESS OUR HANDS on this, the 20th day of December, 1974.

/s/ George E. Barrett
Witness

/s/ Lois Helen Walker
Lois Helen Walker

/s/ Robert S. Brandt
Witness

/s/ Charles R. Walker, Jr.
Charles Robert Walker, Jr.

It is further ORDERED, ADJUDGED and DECREED that CHARLES ROBERT WALKER, JR. shall give LOIS HELEN WALKER at least twenty-four (24) hours notice prior to exercising his visitation rights as set out in this decree.

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause be taxed to the Defendant for which execution may issue if necessary.

Entered this ___ day of February, 1975.

Enter This 10 Day of FEB 1975

Harold E Cook
Judge

Approved for Entry:

BARRETT, BRANDT & BARRETT, P.C

By: Robert S. Brandt
Robert S. Brandt
Attorney for the Complainant

I, Robert S. Brandt, hereby certify that I have provided a copy of the foregoing to Frank Grace, Jr. on this 4 day of February, 1975.

Robert S. Brandt

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IDENTIF. REFERENCE

AUG 19 1 52 PM '75

FELIX A. WILLIAMS REGISTER
DAVIDSON COUNTY, TENN.

Mail to
Bob Brandt
9th Floor
Third National
Bank Bldg
Nashville, Tenn

AUG 19 MISC A* 12.00 * 12.00

Docket No. 94B/ 770

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* LOis Helen WALKER *Plaintiff, and* Charles Robert Walker *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* 18th *day of* August *in the year one thousand nine hundred and* seventy-five *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By K. Bunch, *D. C.*