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972/1729

Map 115-14
Par 54

FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

GORDON ST. CLAIRE DICKERSON)
)
)
-vs-) No. 76973
)
)
PATRICIA LONG DICKERSON)

AUG 29 MISC A* 14.00 * 14.00

FINAL DECREE

This cause came on to be heard on this 24th day of July, 1975, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the cross-petition of the original defendant and cross-plaintiff, Patricia Long Dickerson, the original petition and answer to the cross-petition having been previously withdrawn and this cause transferred to the uncontested docket, the written interrogatories of three (3) witnesses, the testimony of the cross-plaintiff, the statement of counsel for both parties, the five-page Child Custody and Property Settlement Agreement, and the entire record in this cause, whereupon the Court took the matter under advisement in order to read the interrogatories, and notified counsel for cross-plaintiff that the Court found the cross-plaintiff had proved her grounds for divorce, to-wit--such cruel and inhuman treatment as renders further cohabitation unsafe and improper, and that the Court is of the opinion, and it is, therefore,

ORDERED, ADJUDGED and DECREED that the cross-plaintiff, Patricia Long Dickerson, be, and she is hereby, awarded an absolute divorce from the bonds of matrimony heretofore existing between her and the cross-defendant, and she is hereby 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 entered into by

and between the parties on the ____ day of _____, 1975, be, and the same is hereby, approved in all respects and is incorporated herein by reference and attached hereto.

It is further ORDERED, ADJUDGED and DECREED that the cross-defendant, Gordon St. Claire Dickerson, pay the costs of this cause, for which let execution issue, if necessary.

JUDGE

7-28-75

APPROVED FOR ENTRY:

J. L. THOMPSON, III
Attorney for Cross-Plaintiff,
Patricia Long Dickerson

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to Daniel D. Finch, Attorney at Law, 14th Floor, American Trust Building, Nashville, Tennessee 37201 this 24th day of July, 1975.

CHILD CUSTODY AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT MADE AND ENTERED into this 27 day of May, 1975, by and between the parties, GORDON ST. CLAIRE DICKERSON, a resident of Davidson County, Tennessee, hereinafter called "HUSBAND", and PATRICIA LONG DICKERSON, also a resident of Davidson County, Tennessee, hereinafter called "WIFE":

W I T N E S S E T H:

WHEREAS, HUSBAND and WIFE were married on the 4th day of August, 1956, in Nashville, Tennessee, and have maintained residence in Davidson County, Tennessee for many years; and

WHEREAS, the parties are now living separate and apart from each other, and have been living separate and apart from each other since August 4, 1973; and

WHEREAS, there have been two (2) children born of the marriage of HUSBAND and WIFE, to-wit--Gordon Dickerson, III, age 13, and Deborah Long Dickerson, age 11; and

WHEREAS, HUSBAND and WIFE have accumulated an estate; and

WHEREAS, HUSBAND filed a Petition for Absolute Divorce on or about January 8, 1975, and WIFE filed an Answer and Cross-Bill for Absolute Divorce on or about April 4, 1975, and HUSBAND has filed an Answer to said Cross-Bill on or about April 17, 1975, in the Fourth Circuit Court for Davidson County, Tennessee; and

WHEREAS, HUSBAND and WIFE desire to settle the matter of the care, custody and control of the two (2) minor children of the parties between themselves and also their property rights to their estate; and further desire to have this agreement and

settlement made a part of and incorporated into any decree of divorce which may be entered dissolving the marriage of HUSBAND and WIFE, subject to the approval of the Court;

NOW, THEREFORE, in consideration of the premises, and in further consideration of the sum of One ($1.00) Dollar cash in hand paid by HUSBAND to WIFE and WIFE to HUSBAND, the receipt of which is hereby acknowledged by HUSBAND and WIFE, and in further consideration of the mutual execution of this agreement, it is mutually agreed by and between HUSBAND and WIFE as follows:

1. This this agreement shall be binding on HUSBAND and WIFE, their heirs, executors, administrators, and assigns, and is the whole and only agreement between HUSBAND and WIFE, and shall not be modified nor varied by parol evidence.

2. That the absolute and exclusive care, custody and control of the said minor children of HUSBAND and WIFE is hereby relinquished and given by HUSBAND to WIFE, with reasonable visitation rights in HUSBAND, at reasonable times and reasonable places.

3. That HUSBAND hereby agrees to convey and transfer all of his right, title and interest in and to the following real estate to WIFE, upon the granting of and by any final decree of divorce between the parties:

> Being Lot No. 204 on the Plan of West Meade Farms, Inc., Section "J" as of record in Book 1835, page 125, Register's Office for said County.
>
> Said Lot No. 240 fronts 118 feet on the northwesterly side of Jocelyn Hollow Circle and runs back 331.1 feet on the northeasterly line and 365.5 feet on the southwesterly line, to a dead line, measuring 158.5 feet thereon.
>
> Being the same property conveyed to Gordon S. Dickerson, Jr. and wife, Patricia Dickerson, by deed from Aileen E. Long of record in Book 3963, page 170, said Register's Office.

as alimony in solido.

4. That HUSBAND will transfer all of his right, title, and interest in and to one certain 1969 Buick automobile now in the possession of WIFE, immediately upon the execution of this agreement.

5. That HUSBAND hereby gives, transfers to WIFE and relinquishes all claim or interest in and to all of the furniture, furnishings, carpets, drapes, pictures, lamps, appliances and all other household decorations now located at the above-described real estate, 331 Jocelyn Hollow Road, Nashville, Tennessee, for the use and benefit of WIFE and the two (2) minor children of the parties.

6. That HUSBAND will pay directly to WIFE the sum of Seven Hundred Fifty ($750.00) Dollars per month in two (2) equal installments of Three Hundred Seventy-Five ($375.00) Dollars, on the first and 15th of each month, beginning June 1, 1975, as necessary alimony and child support as follows: Three Hundred Fifty ($350.00) Dollars per month as alimony, and Two Hundred ($200.00) Dollars per month for each of the two (2) said minor children of the parties; and WIFE hereby that HUSBAND may claim both of said minor children as exemptions or deductions on his federal income tax return beginning 1975.

7. That HUSBAND will pay in addition to said Seven Hundred Fifty ($750.00) Dollars per month alimony and child support, any and all medical expenses of said minor children, especially all dental and oral surgery bills, and also any and all of the expenses to educate said minor children so long as they are minors.

8. That HUSBAND hereby agrees to transfer the ownership of a certain policy or policies of insurance upon his life, in the amount of One Hundred Thousand ($100,000.00) Dollars, designating WIFE as beneficiary as Trustee and in trust for

the exclusive use and benefit of the said two (2) minor children of the parties, and further as security for this agreement; and HUSBAND further agrees to keep in full force and effect his present major medical hospitalization insurance program, naming both of said minor children as additional insureds for the exclusive use and benefit of said minor children of HUSBAND and WIFE; or in the alternative, to procure identical major medical hospitalization insurance.

9. That upon graduation from high school by the minor children of the parties, Gordon Dickerson, III, and Deborah Long Dickerson, HUSBAND will help to pay for some of the educational expenses of said children to go to college, the amounts of said help to be determined by the parties at that time, considering all of the circumstances of both parties and said minor children.

10. That WIFE hereby gives, transfers to HUSBAND and relinquishes all right or claim to any of HUSBAND's clothes, personal effects, or other items of personal property belonging to and now in the possession of HUSBAND.

11. That HUSBAND hereby agrees to pay J. L. Thompson, III, Attorney for WIFE, the sum of Seven Hundred Fifty ($750.00) Dollars as his reasonable attorney's fees in this cause immediately upon execution of this agreement.

IN WITNESS WHEREOF, HUSBAND and WIFE, have hereto set their hands at Nashville, Tennessee this 22 ;day of May, 1975.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Patricia Long Dickerson

PATRICIA LONG DICKERSON

Sworn to and subscribed before me this ____ day of _____, 1975.

My commission expires: _____

NOTARY PUBLIC

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Gordon St. Claire Dickerson
GORDON ST. CLAIRE DICKERSON

Sworn to and subscribed before me

this ____ day of _____, 1975.

_____
NOTARY PUBLIC

My commission expires:

_____

APPROVED FOR ENTRY:

J. H. Thompson
J. H. THOMPSON, III, Attorney for WIFE,
Patricia Long Dickerson

Dan Finch
DANIEL D. FINCH, Attorney for HUSBAND,
Gordon St. Claire Dickerson

FELIX E. TODD
REGISTER
DAVIDSON COUNTY, TENN.
AUG 29 11 54 AM '75

IDENTIF. REFERENCE

013402

Docket No. 76973 970/1729

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* Gordon St. Claire Dickerson *Plaintiff, and* Patricia Long Dickerson *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* 25th *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 Patty Tragesser, *D. C.*