BOOK 4957 PAGE 399

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

G-6028
Map 33-8
Par. 83

TALTON DOWLEN,	)	
Plaintiff,	)	
vs.	)	NO: 78458
CAROLYN MAI (GOFF) DOWLEN,	)	
Defendant.	)	

FINAL DECREE

This cause came on to be heard on this the 10th. day of July, 1975, before the Honorable James M. Swiggart, Judge, upon the original complaint, personal service of process being had on the defendant, the defendant having failed to appear and answer or otherwise plead within the time allowed by law, default judgment having been entered, testimony of the plaintiff and corroborating witnesses, property settlement agreement, statement of counsel and the entire record in this cause, from all of which the Court is of the opinion that the defendant has been guilty of such cruel and inhuman treatment or dondut toward the plaintiff as renders it unsafe for him to cohabit with her;

OCT-1[illegible] MISC A* 10.00 * 10.00

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff is hereby awarded an absolute divorce and that the bonds of matrimony heretofore existing between the parties be and the same are hereby dissolved and the plaintiff is restored to all the rights and privileges of an unmarried person.

IT IS, FURTHER, ORDERED, ADJUDGED AND DECREED that the plaintiff is the fit and proper person to have the care, custody and control of the two minor children of the parties and he is hereby awarded said custody of the minor children with reasonable rights of visitation afforded the defendant.

IT IS, FURTHER, ORDERED, ADJUDGED AND DECREED that the defendant shall pay to the plaintiff, for the care and support of the minor children of the parties, the sum of Twenty-Five ($25.00) Dollars per month, said payments to begin immediately and to be paid

directly to the plaintiff.

IT IS, FURTHER, ORDERED, ADJUDGED AND DECREED that the property settlement agreement between the parties, dated July 2, 1975, be and hereby is incorporated in this decree and made a part hereof and is ratified and confirmed in all respects with the exception of the child support payments to be paid by the defendant to the plaintiff as ordered by the Court in the preceding paragraph. The said property settlement agreement is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

This agreement made and entered into this 2nd., day of July, 1975, between Talton Dowlen, hereinafter called "plaintiff", and Carolyn Mai (Goff) Dowlen, hereinafter called "defendant";

WITNESSETH:

WHEREAS, there is now pending in Sixth Circuit Court for Davidson County, Tennessee, Case No. 78458, wherein plaintiff is seeking a divorce from the defendant and the parties are desirous of settling certain issues and controversies in said case relating to the division of property, child support and custody and visitation;

NOW, THEREFORE, in consideration of the terms, covenants and provisions hereinafter set forth, plaintiff and defendant agree as follows:

1. Plaintiff shall have custody of both minor children of the parties, Connie Lou and Bobby Wayne, with reasonable visitation rights afforded to the defendant.

2. Defendant shall have all right, title and interest in and to the 1966 Ford LTD automobile which is presently title in the plaintiff's name.

3. The plaintiff shall retain the 1975 Ford Maverick automobile as his sole and separate property.

4. The plaintiff shall be vested with all right, title and interest in and to the 1963 Ford Fairlane Station Wagon, which is presently titled in defendant's name; and, the joint indebtedness of the parties to Beneficial Finance Company which is secured by said automobile shall be the exclusive obligation of the plaintiff who shall be solely responsible for the payment of this debt and hold

harmless the defendant.

5. In addition to those items of personal property that belong exclusively to her, the defendant shall have all right, title and interest in and to the following property: 1 bedroom suite that was given to her by her parents; a clock radio, an antique rocker; a dining room suite consisting of a table, hutch and six chairs; a hi-fi stereo combination; and an electric sewing machine.

6. In addition to those items of personal property that belong exclusively to him, plaintiff shall have all right, title and interest in and to remaining items of personalty of the parties including furniture, appliances, and household effects.

7. All right, title and interest in and to the real property and improvements located thereon at 120 Hardaway Drive, Goodlettsville, Tennessee, shall be divested from the defendant and vested in the plaintiff. Said real estate is located in Davidson County, Tennessee, and more specifically described as follows:

> Being Lot No. 322 on the Map of Gatewood, Sec. Two, as of record in Book 3700, page 145, Register's Office for said County.
>
> Said Lot No. 322 fronts 136.65 feet on the easterly side of Hardaway Drive and extends back 220.2 feet on the southerly line and 181.1 feet on the northerly line, to a dead line in the rear on which it measures 157.20 feet.
>
> Being part of the property conveyed to Jones Lumber Incorporated, by deed from Gatewood Development Company, Inc., as of record in Book 4194, Page 187, said Register's Office.

8. All right, title and interest in and to the real estate located in the 1st. Civil District of Cumberland County, Tennessee, being Lot No. 136 of the Wilshire II Subdivision, Fairfield Glade, shall be divested from the defendant and vested in the plaintiff and the joint indebtedness of the parties to James P. Smith and Burrell Y. Smith in connection with the purchase of said real estate shall be the exclusive obligation of the plaintiff who shall be solely responsible for the payment of such indebtedness and hold harmless the defendant.

9. All right, title and interest in and to the real estate located in Cumberland County, Tennessee, being Lot No. 138, Block 1, Druid Hills, Fairfield Glade, shall be divested from the defendant and vested in the plaintiff and the joint indebtedness of the parties payable to the Fairfield Communities Land Company in connection with the purchase of said real estate shall be the exclusive obligation of the plaintiff who shall be solely responsible for the payment of any such indebtedness and hold harmless the defendant.

10. Each of the parties shall, from time to time, at the request of the other, execute, acknowledge, and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

11. In consideration of this Agreement, plaintiff and defendant hereby release one another and their heirs, executors, administrators and assigns, property and estate, from any and all rights of every kind and character for past and future support and maintenance, homestead rights, dower right, courtesy, inheritance, descent, distribution, alimony, rights of election against the other's will, and from all other rights, claims, demands and obligations of every kind and character arising out of or by virtue of the marital relation of the parties, except as is expressly provided for in this Agreement, and each party is forever barred from having or asserting any such right, claim, demand or obligation at anytime hereafter for any purpose except that the parties may assert all rights that are given under this Agreement.

12. This Agreement shall be exhibited to the Court at the final hearing of this cause and the substance of numbered paragraphs 1 - 11 shall be incorporated in the decree of the Court in said case. This Agreement shall be effective when and to the extent it is approved by the Court.

This 2nd. day of July, 1975.

s/Talton Dowlen
Talton (NMN) Dowlen

s/ C. Alan Lancaster
Witness

s/Carolyn Mai Goff Dowlen
Carolyn Mai Goff Dowlen

s/ B. Dent Morris
Witness

IT IS FURTHER, ORDERED, ADJUDGED AND DECREED that the defendant shall immediately return to the plaintiff the coin collection which belongs solely to the plaintiff, and which the defendant recently removed from the residence of the parties.

IT IS FURTHER, ORDERED, ADJUDGED AND DECREED that the defendant pay the costs of this cause, for which execution may issue if necessary.

Dated: S/ July 21, 1975.

S/ James M. Swiggart
JUDGE

Approved for entry:

HAYNES & SMITH

By: S/ C. Alan Lancaster
C/ Alan Lancaster
Attorney for Plaintiff
1601 1/2 Buchanan Street
Nashville, Tennessee 37208

CC: Mrs. Carolyn Mai (Goff) Dowlen
c/o John H. Goff
Route #1
Pleasant View, Tennessee

FILED FOR REFERENCE
OCT 1 9 13 AM '75
DAVIDSON COUNTY, TENN.

D 18015

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* Talton Dowlon *Plaintiff, and* Carolyn Mai (Goff) 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* 1st *day of* October *in the year one thousand nine hundred and* seventy-five *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Linda Bowne, D. C.