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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Map Dec. 91-4-18

ROBERT M. SWANSON	)	
	)	
vs.	)	No. 73256
	)	
HELEN K. SWANSON	)	
HELEN K. SWANSON	)	
	)	
vs.	)	No. 73256
	)	
ROBERT M. SWANSON	)	

FINAL DECREE

This cause came on to be heard before the Honorable Tom H. Proctor, Jr., Special Judge, etc., on April 8, 1975, upon the pleadings, the testimony of witnesses examined in open court, and upon the entire record. The original plaintiff, Robert M. Swanson, did not contest his complaint or the cross-complaint filed against him, and defendant and cross-plaintiff Helen K. Swanson proceeded with her proof uncontested. Upon the foregoing, the Court finds that the allegation of the cross-complaint that cross-defendant Robert M. Swanson has been guilty of such cruel and inhuman treatment or conduct toward cross-plaintiff as renders it unsafe or improper for her to further cohabit with him or for her to be under his dominion and control has been fully sustained. The Court further finds that cross-plaintiff Helen K. Swanson should be awarded an absolute divorce and that the property settlement agreement previously made between the parties and presented to the Court should be incorporated in this decree.

It is, therefore, ORDERED, ADJUDGED AND DECREED:

1. That all of the bonds of matrimony heretofore subsisting between the parties be and they are hereby forever and perpetually dissolved, and cross-plaintiff Helen K. Swanson is awarded an absolute divorce and is restored to all the rights and privileges of an unmarried person.

2. Helen K. Swanson shall have custody of Kathryn Ann Swanson and Robert Williams Swanson, the minor children of the parties. Robert M. Swanson shall have liberal and reasonable visitation rights with said children at times mutually agreed upon by the parties.

3. Robert M. Swanson shall pay alimony to Helen K. Swanson in the amount of $350.00 per month with an annual increase of $12.50 per month on June 1 of each year beginning June, 1975, until a level of $450.00 per month maximum is reached. Said alimony shall continue for Helen K. Swanson's life as long as she remains single, but shall terminate on her remarriage or death. Said alimony shall commence as provided in paragraph 11 herein.

4. Robert M. Swanson shall pay child support to Helen K. Swanson of $175.00 per month per child, with an annual increase of $6.25 per month per child on June 1 of each year beginning June, 1975, until a maximum level of $225.00 per child per month is reached. Regardless of the amount formerly payable as child support, if alimony provided in paragraph 2 terminates, then the amount of child support shall be automatically increased by $50.00 per month per child. Said child support shall commence as provided in paragraph 11 herein. It shall be conclusively presumed for Federal income tax purposes that Robert M. Swanson shall have provided at least 51% of the support of said minor children.

5. If the children of the parties wish to attend college, then Robert M. Swanson shall pay all tuition, room and board, and expenses and fees of said children for attending four consecutive years of college of their choice. Such duty to pay college education shall terminate for each child when said child reaches age 26.

6. If Robert M. Swanson for any reason terminates or is terminated from the employ of Yellow Freight System, Inc. before either child of the parties reaches age 26, then Robert M. Swanson shall pay to Helen K. Swanson an amount representing one-third (1/3) of the net sum of money (after the payment of Federal and State income taxes) to which he becomes entitled by

virtue of his Pension and Profit-Sharing Plan at Yellow Freight System, Inc. This sum shall be held by Helen K. Swanson in trust in a separate savings account to secure payment of the college education and expenses of the children, as provided for in paragraph 5 above. If Robert M. Swanson is unable or does not pay for the college education of the children as provided in paragraph 5 above, then Helen K. Swanson may apply said sum of money for said college education and expenses, and for that purpose only. After the youngest child reaches age 26 or ceases his higher education, whichever shall first occur, then Helen K. Swanson shall return any of the unused portion of said sum of money to Robert M. Swanson, assuming the older child has likewise completed or ceased her education.

7. Robert M. Swanson shall keep in force at his expense $50,000.00 face value of insurance on his own life, until the last child of the parties reaches age 26. Helen K. Swanson shall be named primary beneficiary of said insurance as trustee for the use and benefit of the children of the parties, until the youngest child reaches age 18, at which time the children shall become primary beneficiaries.

8. Robert M. Swanson shall maintain $3,000.00 face value of insurance upon the life of each of his children with Helen K. Swanson as primary beneficiary until age 26.

9. Robert M. Swanson shall furnish and maintain comprehensive hospitalization, medical and dental insurance for each of the children of the parties until each child reaches age 18 or completes his or her college education, whichever shall last occur. Robert M. Swanson shall be responsible for all medical bills of the children which are not reimbursed by insurance, through age 18 of each child.

10. Robert M. Swanson shall assume and pay all bills reasonably incurred by family members prior to entry of a Final Decree in Case No. 73256.

11. The house and lot of the parties at 4065 Port Cleburne Lane, Hermitage, Tennessee 37076, shall be placed on the market for sale immediately upon finality of a decree of divorce in Case No. 73256. During a period of ninety (90) days from finality of a divorce decree or until the closing of a sale of said house and lot, whichever is first, Robert M. Swanson shall continue to pay family bills and support payments just as he has been required to do pursuant to the pendente lite order in Case No. 73256, and shall not be required to begin alimony and child support payments as provided in paragraphs 2 and 3 above until the expiration of said ninety (90) days or until the closing of a sale of the house and lot, whichever comes first, at which time said alimony and child support shall commence.

12. All equity proceeds realized from the sale of the house and lot, after payment of the first and second mortgage debts owed by the parties and ordinary closing expenses, shall become the sole property of Helen K. Swanson, except as follows:

A. From said equity proceeds, the remaining non-delinquent balance owed on the Mercury Cougar shall be paid. Robert M. Swanson shall pay any remaining delinquent balance owed and title to said automobile shall be transferred into Helen K. Swanson's name without expense to her.

B. If said equity proceeds are insufficient to pay the remaining non-delinquent balance owed on said Mercury Cougar, then Robert M. Swanson shall immediately pay off the full remaining balance owed and transfer the title of said automobile into Helen K. Swanson's name without expense to her.

C. Until the house and lot are sold, Robert M. Swanson shall continue to make all monthly payments on the car loan for the Mercury Cougar, in order that no delinquent balance shall be owed as of the closing date of sale

of the house and lot.

13. All household furnishings, furniture and appliances of the parties shall become the sole possession of Helen K. Swanson. Helen K. Swanson shall receive $500.00 from the 1974 Income Tax refund due to the parties.

14. Robert M. Swanson shall pay Helen K. Swanson's attorney a fee for his services in this case in the amount of $560.00 in addition to that already paid.

The amount of monthly alimony and child support herein provided shall be paid directly to Helen K. Swanson. One-half of the total amount due each month shall be paid on or before the fifth day of each month, and the remaining one-half of the total amount due monthly shall be paid on or before the twentieth day of each month.

Court costs in this cause are taxed against plaintiff and cross-defendant Robert M. Swanson, and execution may issue, if necessary, for alimony, child support, attorney's fees, and court costs to be paid by Robert M. Swanson.

Special Judge

APPROVED FOR ENTRY:

Enter This 17 Day of APR 1975

M. Taylor Harris, Jr.
Attorney for Defendant
and Cross-Plaintiff

Lewis H. Conner, Jr.
Attorney for Plaintiff
and Cross-Defendant

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IDENTIF. REFERENCE

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FELIX ... REGISTER
DAVIDSON COUNTY, TENN.

OCT 22 US MISC A* 12.00 * 12.00

Mail John G. Nash Atty
2525 Lebanon Pk
Nash - Tenn 37214

MB 96B - 603 4-17-75 73256

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* Robert M. Swanson *Plaintiff, and* Helen K. Swanson *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* 17 *day of* October *in the year one thousand nine hundred and* 75 *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature] *D. C.*