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Chas M Elrod
Clerk

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KATHLEEN VIRGINIA (SMITH) ROACH) IN THE GENERAL SESSIONS COURT OF

VS.) ROBERTSON COUNTY, TENNESSEE

DONALD EVERETT ROACH) NO. _____

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pw

JUDGMENT BY DEFAULT AND FINAL DECREE

This cause came on to be heard October 3, 1974 before Honorable Charles E. Carter, Judge, General Sessions Court, Robertson County, at Springfield, Tennessee; and on motion of the plaintiff, and it duly appearing to the Court that the defendant in this cause has been regularly brought before the Court by personal service of process, but that he has failed to appear and make defense to said complaint within the time prescribed by law, therefore, plaintiffs original complaint for absolute divorce is taken as confessed against the defendant and this cause was set for hearing ex parte, and proceeded on a non contested basis.

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This cause further came on to be heard and determined upon the complaint for absolute divorce filed by the plaintiff, testimony of the plaintiff and corroborating witnesses, judgment by default heretofore taken and entered against the defendant, statement of counsel, from all of which the Court finds that the facts as charged in the complaint are true, that is, that the defendant has been guilty of such cruel and inhuman treatment or conduct towards the plaintiff as renders further cohabitation unsafe and improper for her to remain under his dominion and control;

It further appears to the Court that the parties hereto have reached a property settlement agreement between themselves, which property settlement agreement is approved by the Court and made the judgment of this Court, said agreement being as follows:

"PROPERTY SETTLEMENT AGREEMENT

This agreement made and entered into on this the 9th day of August, 1974, by and between Kathleen Virginia (Smith) Roach, hereinafter called the wife and Donald Everett Roach, hereinafter called the husband;

W I T NE S S E T H:

That the parties are husband and wife and marital difficulties are such that the wife contemplates filing a divorce action against the husband and the parties desiring to settle their property rights, enter into this agreement.

That for and in consideration of the covenants herein contained, the parties agree as follows:

1. The parties agree that the wife is to retain custody of the parties two minor children, Phyllis Roach, age 15 years and Donna Roach, age 8 years, with reasonable visitation privileges granted to the husband. These visitation privileges shall be set by and between the parties, however, each party understands that should they not be able to mutually agree upon the days and dates as well as the hours of said visitation, the Court may affix the same.

2. The husband agrees to pay to the wife the sum of $9,000.00 as periodic alimony to be payable by the husband to the wife at the rate of $1,000.00 each year, said payments to be made on August 15th of each year, commencing on August 15, 1974 and continuing each successive year until said payments are made in full. The parties agree, however, that should the parties homeplace located 4209 Brush Hill Road, Nashville, Tennessee, be sold, then the remaining balance due and owed to the wife, if any, be paid to her in cash upon receiving the proceeds from said sale.

The parties further agree however that these periodic payments are to terminate completely upon the death of the husband or wife, or the remarriage of the wife.

3. The parties agree that the husband is to pay to the wife the sum of $525.00 per month as child support and alimony, with the sum of $300.00 each month to be designated as child support and the sum of $225.00 each and every month to be designated as alimony to the wife. The parties agree that the child support payments shall continue until the oldest child attains the age of 18 years old at which time they will be reduced to an amount which shall be agreeable by and between the parties to continue as support for the youngest minor child as well as the wife. The parties agree however, that should an agreement not be reached, then the Court, of competent jurisdiction, shall determine this amount.

4. The husband and wife agree that when both of the parties minor children attain the age of 18 years of age, then the wife is to receive as future alimony an amount sufficient with which to support her properly each and every month from the husband, said amount to be determined by and between the parties at that time or affixed by a Court of competent jurisdiction, if the parties are unable to so agree.

5. The husband and wife agree that the homeplace located at 4209 Brush Hill Road, Nashville, Tennessee, become the sole property of the husband and all right, title and interest that the wife has therein is hereby divested from her and reinvested in the husband to be his absolute and in fee simple. Said homeplace is described more particularly as follows:

> Land in Davidson County, Tennessee, being Lot No. 10 of Block No. 2 on the Map of A. J. McGaughey's Second Haysboro Subdivision, as of record in Book 547, page 43, Register's Office for said County.
>
> Said Lot No. 10 fronts 100 feet on the westerly side of Brush Hill Road and extends back between parallel lines 300 feet to a dead line.
>
> Together with all rights and interests in a reserved strip lying between Haysboro Drive and Cumberland River, as set out in deed of record in Book 821, page 123, said Register's Office for said County.

Being the same property conveyed to Glynn M. Johnson and wife, Wilma H. Johnson, by deed from Marshall Sweeney and wife, Evelyn W. Sweeney, of record in Book 2392, page 351, said Register's Office; the said Glynn M. Johnson and wife, Wilma H. Johnson, having since died.

6. The parties agree that the husband is to take care of all necessary medical and dental expenses of the parties minor children, including burial expenses and will carry all necessary insurance to cover these expenses or will see to it that they are paid as soon as possible after they are incurred. The husband further agrees to hold the wife harmless on these bills.

7. The husband agrees to pay the Court costs of this cause, as well as a reasonable fee in the amount of $500.00 to her solicitor of record, Terry E. McNabb.

8. It is agreed that the husband may claim the two minor children as exemptions on his federal income tax returns.

It is agreed that this is a full, final and complete settlement of the property rights as between the parties, and that neither has claim against the other, however, the parties understand that this agreement is subject to the approval of the Court and is entered into without collusion or levity between the parties, but of their own free will and volition and may be entered and incorporated into any final decree of divorce granted to either party.

Witness our hands at Nashville, Tennessee this the 9th day of August, 1974.

S/Donald Everett Roach
Husband

S/Terry McNabb
Witness

S/Kathleen V. Roach
Wife

S/
Witness"

It is therefore ORDERED, ADJUDGED and DECREED by the Court that:

1. The bonds of matrimony subsisting between the parties be and the same are hereby dissolved, and the plaintiff is awarded an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

2. That the property settlement agreement between the parties be and the same is hereby approved by the Court as the same appears to be fair and reasonable, and is hereby incorporated in this final decree and the same becomes the judgment of this Court.

3. That the defendant pay the costs of this cause for which let execution issue if necessary.

Enter this the 7 day of October, 1974.

JUDGE

APPROVED FOR ENTRY:

Attorney for Plaintiff

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CERTIFICATION

I certify that a copy of this Final Decree has been mailed to the defendant at his last known address, Route #2, Box 73, White House, Tennessee, this the 3rd day of October, 1974.

Jerry McNeal
Attorney

STATE OF TENNESSEE, ROBERTSON COUNTY.
I, the undersigned Circuit Court Clerk, do hereby certify that this is a true and correct copy of the original of this instrument filed in this cause.

This 15th day of October, 1974
ANN M. STROUD, CLERK

By: Ann M. Stroud Clerk

CIRCUIT COURT CLERK ROBERTSON CO.

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IDENTIF. REFERENCE

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FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.