Aug. 14, 1975
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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

HELEN KAYE BOTTOMLEY JEAN	)	
Plaintiff	)	
VS.	)	No. 77562
DAVID EWING JEAN, JR.	)	
Defendant	)	

This Instrument Prepared By:

THOMAS E. WATTS, JR.
ATTORNEY AT LAW
822 J. C. BRADFORD BUILDING
NASHVILLE, TENNESSEE 37219

117-6
2pd.

F I N A L D E C R E E

This cause came on for hearing on the first day of August, DEC-3rd MISC B* 8.00 * 8.00 1975, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original petition of the Plaintiff, testimony of witnesses in open Court, the property settlement agreement entered into by the parties, the statement of counsel for the Plaintiff and the entire record;

And it appearing to the Court from a consideration of all the proof and the entire record that the facts charged in the Petition are true and that the Defendant has heretofore been guilty of such cruel and inhuman conduct toward the Plaintiff as renders cohabitation unsafe and improper and for her to be under the dominion and control of the Defendant, after his marriage to the Plaintiff and before the filing of the Petition, as charged, that the Plaintiff has given the Defendant no reason or excuse and has not condoned the same;

IT IS THEREFORE ORDERED, ADJUDGED and DECREED as follows: That the bonds of matrimony uniting the Plaintiff and the Defendant be and they are hereafter, absolutely and permanently dissolved, and that the Plaintiff is forever free from the obligations thereof and she is hereby restored to all the rights and privileges of an unmarried woman.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that, it appearing to the Court that the parties have entered into an agreement concerning the disposition of property and certain other matters which is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

Certain apparently irreconcilable differences having arisen between the undersigned, David Ewing Jean (hereinafter called "Defendant") and Helen Kaye Bottomley Jean (hereinafter called "Plaintiff"), who are now living seperate and apart, and a complaint for divorce having been heretofore filed, and now pending in the Fourth Circuit Court for Davidson County, Tennessee, bearing docket no. 77562, and the parties hereto desiring to adjust and settle support and property rights between themselves have therefore agreed as follows:

1. Defendant shall convey and set over to the Plaintiff all his right, title and interest in a certain piece of real property located in Davidson County, Tennessee, commonly known as 3031 New Natchez Trace, and more particularly described as follows:

> Being a tract or parcel of land in Davidson County, Tennessee, described as being the easterly part of Lot No. 12 of Block 5 on the plan of Stokes Tract, of record in Book 974, Register's Office for said County.
>
> Said part of Lot No. 12 fronts 100 feet on the westerly side of Natchez Trace and runs back between parallel lines to the southerly line and 185.3 feet on the northerly line to the easterly line of the property conveyed to Emma Johnson, by deed from E.L. Hampton et. al. of record in Book 921, Page 281, said Register's Office.

Further, the parties agree that the entry of this decree for divorce between the parties subsequent to the execution of this property settlement agreement and into which this agreement is incorporated shall have all the force and effect of a deed.

2. The Plaintiff shall retain all the household furnishings that are presently located at 3031 New Natchez Trace, Nashville, Tennessee.

3. The Plaintiff and the Defendant shall each retain their own personal belongings such as clothing, jewelry and the like. Except that the Defendant must remove all of his personal belongings from the residence at 3031 New Natchez Trace on or before the 15th day of June, 1975, otherwise such items shall be deemed to be the property of the Plaintiff and shall be disposed of as she may see fit.

4. Defendant agrees to pay to the Plaintiff or other person having the care of the minor child of the parties, in the Plaintiff's custody, the sum of ten dollars ($10.00) per week for the maintenance and support of the child until the child shall reach the age of eighteen (18) or until the child has completed four academic years of college education provided such education is commenced within a reasonable time after the eighteenth birthday, or in the event the child may become handicapped until such time the disability is removed.

For the purpose of this agreement a handicapped child shall mean one who is physically or mentally incapable, as opposed to unwilling to support himself.

Defendant further agrees that the Plaintiff shall be entitled to claim the minor child as an exemption on her federal income tax return in each and every year, that she may be so entitled, and he will not claim the child as an exemption on his federal income tax return.

5. That the Defendant agrees that until such time the minor child of the parties shall reach her majority or in the event the said child should be mentally or physically uncapable of caring for herself upon reaching her majority, then until such time as the physical or mental incapacity shall cease to effect the child, he will maintain a life insurance policy on his life in the amount of Twenty-Five Thousand Dollars ($25,000.00) in favor of said child and said child shall be named beneficiary with Helen Kaye Bottomley Jean being named as Trustee for said child.

6. That the Defendant agrees that in the event the Plaintiff is no longer employed by an employer that is capable of providing low cost group accident and health insurance, and if the Defendant is employed where such low cost group insurance is available, then he shall be responsible for maintaining such insurance on the minor child of the parties until such time as the child shall reach her majority or if the child is physically or mentally handicapped upon reaching her majority and then until such time as the incapacity ceases to exist.

7. That the absolute custody and control of the parties minor child shall remain with and be vested in the Plaintiff, and the Defendant shall have reasonable visitation privileges. However, the Defendant shall not be permitted to take the minor child outside of the State of Tennessee without the permission of the Plaintiff.

It is intended by the parties hereto that this agreement shall settle all marital and property rights between the parties, and in the event either party shall subsequent to this agreement be entitled to a divorce, this agreement shall continue binding upon the parties and shall with the consent of the Court be incorporated into any final decree of divorce.

Executed in Nashville, Tennessee this ____ day of May, 1975.

/S/
Helen Kaye Bottomley Jean
Plaintiff

/S/
David Ewing Jean
Defendant

The Court finds that the separation agreement is proper, since the interests of both parties are adequately protected therein and the Plaintiff is the fit and proper person to have the care and custody of the said child; and that this agreement be and the same is hereby, made in the judgment of this Court;

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Defendant

pay to the attorneys for the Plaintiff $_____ as attorney fees and the costs of this cause for which execution may issue if necessary.

BENSON TRIMBLE, JUDGE
Fourth Circuit Court

8-14-75

Approved for Entry:
Law Offices, Thomas E. Watts, Jr.

By M. Milton Sweeney
M. Milton Sweeney
Attorney for Plaintiff

622 J.C. Bradford Bldg.
Nashville, Tennessee 37219
256-5146

DEC 3 10 23 AM '75
REGISTER DAVIDSON COUNTY, TENN.

INDEXED REFERENCE

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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* Helen Kaye Jean *Plaintiff, and* David Ewing Jean, Jr. *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* 3rd *day of* December *in the year one thousand nine hundred and* Seventy-Five *and in the* 200 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddings, *D. C.*