11-7-75
300/1461

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Map 72-3
Par 314

VICTORIA TESORO WELDON)

vs.) NO. 77985

CLAUDE MICHAEL WELDON)

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on the 30th day of October, 1975, before the Honorable Stephen North, Judge of the Fifth Circuit Court of Davidson County, Tennessee, upon the Petition for Absolute Divorce of the Plaintiff, Victoria Tesoro Weldon, and upon the statement of the attorneys for the Plaintiff and Defendant that said cause was to be heard on an uncontested basis, the Defendant having withdrawn his Cross-Complaint, and upon the testimony in open Court of the Plaintiff and of her corroborating witnesses, and upon the property settlement and custody agreement submitted to the Court, and upon the entire record in this cause, from all of which the Court finds that the allegations of the Petition for Absolute Divorce are sustained by the proof and that the Defendant has been guilty of such cruel and inhuman treatment or conduct towards the Plaintiff as renders further cohabitation unsafe and improper.

It is, therefore, ORDERED, ADJUDGED and DECREED that the Plaintiff, Victoria Tesoro Weldon, be, and she hereby is, awarded an absolute divorce from the Defendant, and Plaintiff is restored to all the rights and privileges of an unmarried person and the bonds of matrimony heretofore subsisting between Plaintiff and Defendant are hereby dissolved.

It further appearing to the Court that the property settlement and custody agreement is right and proper, representing a division of the properties of the Plaintiff and Defendant and awarding custody of the parties' minor child, Christopher Michael Weldon, to the Plaintiff, said property settlement and custody agreement is hereby approved by the Court and each and every provision of said Agreement is hereby made the Decree of the Court as follows:

"SETTLEMENT AGREEMENT BOOK 4977 PAGE 697

THIS AGREEMENT is made and entered into by and between VICTORIA TESORO WELDON (hereinafter referred to as Wife) and CLAUDE MICHAEL WELDON (hereinafter referred to as Husband).

W I T N E S S E T H

That the parties hereto were lawfully married on September 20, 1971 in El Paso, Texas. As a consequence of certain irreconcilable difficulties that have arisen between the parties, the Wife has filed a petition for absolute divorce. The parties are desirous of reaching an agreement concerning the custody and support of their minor child and are desirous of making a final and permanent settlement agreement with respect to their various assets.

Therefore, for and in consideration of the mutual promises and agreement contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. Custody and Visitation: The Wife will have sole custody of the parties' minor child, Christopher Michael Weldon. The Husband will have reasonable visitation rights which will include but not be limited to two (2) one (1) week periods, one during the child's school Christmas holidays and one during the child's summer vacation. Prior to the enrollment of the minor child in school, the Christmas visitation period will consist of one (1) week either before or after Christmas Day and the summer visitation will consist of one (1) week during the summer months.

2. Child Support: The Husband will pay to the wife for the support of their minor child the sum of One Hundred Fifty Dollars ($150.00) per month payable directly to the wife by the fifth (5th) day of each month until such time as said child attains the age of eighteen (18) years.

3. Alimony: The Husband will pay to the wife One Hundred Dollars ($100.00) per month alimony, payable directly to the Wife by the fifth (5th) day of each month, commencing in June, 1976, with payments to terminate in October, 1979, or upon the Wife's remarriage, whichever occurs first.

4. Real Property: The parties presently own, as tenants by the entireties, a house and lot at 1223 Shelton Avenue in Nashville, Davidson County, Tennessee. Following their divorce, the tenancy by the entireties will terminate and the parties will thereafter hold title to said property as tenants in common. Said real property is more particularly described as follows:

> Being the easterly 1/2 of Lot #70 on the Plan of Inglewood Place as of record in Book 332, page 101, Register's Office, Davidson County, Tennessee.
>
> Said part of said Lot #70 fronts 50 feet on the northerly side of Shelton Avenue and runs back between parallel lines 189.75 feet to a dead line in the rear, measuring 50 feet thereon.
>
> Being the same property conveyed to Claude Michael Weldon and wife, Victoria T. Weldon, by deed from Howard S. Hunter and wife, Bette S. Hunter, of record in Book 4831, page 217, Register's Office for Davidson County, Tennessee.

Husband will continue to live in said house until his graduation from Law School. During this period, Husband will continue to make the monthly mortgage payments to Mortgage Associates, Inc. Upon Husband's graduation from Law School, said property will be sold and the proceeds of said sale, after payment of all expenses, will be divided equally between the parties.

5. Motor Vehicles: All right, title and interest to the Honda automobile will vest in the Husband and the Wife will be divested of any right, title and interest she has in such property.

6. Personal Property: All right, title and interest in the parties' personal property will vest in the Wife and the Husband will be divested of any right, title and interest in such property, with the exception of the following enumerated items of personal property, title to which will vest solely in the Husband:

> Wooden foot locker - chest, antique desk, "Lee and His Generals" picture, wall clock, sterling candelabra, gold trimmed vase, stereo component set, sterling silver from Husband's grandparents, metal coffee service, living room sofa-bed, painted rocker-chair, bedroom suite, kitchen table and four chairs used therewith, 2 braided rugs, metal lamp with green glass shade, Kelvinator refrigerator, kitchen stove, hand tools, and personal property used exclusively by the Husband for his personal needs.

7. Bank Accounts: Wife will retain as her sole property all the contents of bank accounts located in the State of New York and Husband will retain as his sole property all the contents of the bank accounts located in the State of Tennessee.

8. Debts: The husband will retain as his sole obligation the debt incurred for his law school education and the Wife will retain as her sole obligation the debt incurred to Draughon's Business College. Each party will hold the other party harmless from any liability the other party might incur on account of such indebtedness.

9. Life Insurance: The Husband will maintain life insurance policies on his life with a total value of Twenty Thousand Dollars ($20,000.00) with the parties' minor child as the beneficiary.

10. Medical Care for Child: The Husband will provide medical care for the child which will consist of free medical care available to the child as a military dependent as long as the child is eligible for such free medical care. In the event that the Husband leaves the military service or in the event that the child is not otherwise eligible for free medical care as a military dependent, the Husband will maintain hospitalization insurance for the child.

11. Bonds: The parties presently possess some United States Savings Bonds, with some of the bonds in the minor child's name with right of survivorship in the Wife and some other bonds in the minor child's name with right of survivorship in the Husband. Such arrangement will remain the same. In addition, there are two bonds with a total maturity value of One Hundred Dollars ($100.00) which will remain with the Husband.

12. Attorney's Fee: Husband will pay to Wife's attorney an attorney's fee in the amount of $350.00.

13. Additional Instruments: Each of the parties shall, from time to time, execute, acknowledge and deliver any and all further instruments that may be reasonably required to give full force and effect to the provisions of this agreement.

THIS AGREEMENT, if and when approved by a Court of competent jurisdiction in Davidson County, Tennessee, and incorporated into any final decree of divorce which might be granted to the parties, shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might accrue to either in the future, except as otherwise herein provided, and except as provided by law (including, in particular, the provisions of Tennessee Code Annotated Section 36-820, as the same now exists or may hereafter be amended). Specifically included in this agreement are any claims for support, maintenance, alimony, attorney's fees, dower, homestead, inheritance or any other interest or demand which might otherwise be asserted by either party against the other, or against the property or estate of the other.

WITNESS our hands on this 29th day of October, 1975.

s/ Victoria Tesoro Weldon
VICTORIA TESORO WELDON

WITNESS:

s/ J. Greer Cummings, Jr.

s/ Claude Michael Weldon
CLAUDE MICHAEL WELDON

WITNESS:

s/ Robert S. Brandt"

It is further ORDERED that the costs of this cause be taxed against the Defendant, for which let execution issue if necessary. The Court shall retain jurisdiction of this cause.

ENTERED this 7th day of November, 1975.

STEPHEN NORTH, JUDGE

Approved for Entry:

BOULT, CUMMINGS, CONNERS & BERRY

By _____
Attorneys for Plaintiff

BARRETT, BRANDT & BARRETT, P.C.

By _____
Attorneys for Defendant

D 27416 BOOK 4977 PAGE 701

T

IDENTIF. REFERENCE

DEC 9 10 38 AM '75

FELIX E. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

DEC-9 MISC 8 12.00 * 12.00

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* VICTORIA TESORO WELDON *Plaintiff, and* CLAUDE MICHAEL WELDON *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* 9th. *day of* DECEMBER *in the year one thousand nine hundred and* SEVENTY-FIVE *and in the* 200th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By June Smith, *D. C.*

MINUTE BOOK 30C PAGE 1461