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IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

53-3
250
PW

LUEREE R. BROWN	*		
Complainant	*		
VS.	*	Rule No. 79238	
BILL BROWN MISC	*	B* . 8.00 *	8.00
Defendant	*		

DECREE OF DIVORCE

This cause came to be heard on September 23, 1975, before the Honorable Steve North, Judge of the Fifth Circuit Court for Davidson County, at Nashville, Tennessee, upon the Bill of the Complainant, Lueree R. Brown, the Defendant, Bill Brown, having been served personally with process and having failed to file a timely answer and a default judgment having been entered therein, and upon the oral testimony of the complainant examined in open court, and upon the written interrogatories of witnesses filed with the Court.

I

And it satisfactorily appeared to the Court that the facts charged in the bill are true; that the Defendant was guilty of such cruel and inhuman treatment or conduct towards the Complainant as renders cohabitation unsafe and improper.

II

It is, therefore, ORDERED, ADJUDGED, and DECREED by the Court, THAT the bonds of matrimony subsisting between the Complainant and the Defendant be absolutely and forever dissolved, and that Complainant be vested with all the rights of an unmarried person.

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OWN, SCOTT AND LINK
HILLSBORO ROAD
LLE, TENN. 37215

III

THAT the Property Settlement Agreement which was entered into and signed by both the Complainant and the Defendant and which was dated the 3rd day of July, 1975, be hereby approved and adopted by this DECREE, said Property Settlement containing the following provisions:

1. That this Agreement shall become binding upon the parties and their respective legal representatives, successors and assigns, immediately upon the granting of a Decree of Absolute Divorce to the WIFE, provided that the provisions of this Agreement are approved by the Court.

2. Title to the realty located at 1404 Birdsall Street, Old Hickory, Tennessee, together with the furniture, appliances and furnishings located therein shall be vested solely in the name of the WIFE. However, furniture belonging to HUSBAND by virtue of family gift shall be the sole property of the HUSBAND. HUSBAND agrees to pay any current bills that are secured by the afore-mentioned property.

3. HUSBAND agrees to assume all current bills of the parties. HUSBAND agrees that if Madison Hospital attempts to collect on its judgment against the WIFE for a hospital bill originally owed by the HUSBAND, the HUSBAND will supply WIFE with enough money to satisfy the judgment. WIFE agrees to return to HUSBAND all credit cards listed in joint name of the parties or in the HUSBAND's name.

4. All items of a personal nature belonging to either party, including clothes, shall remain the property of that party.

5. Title to the two cemetery plots at Hermitage Memorial Gardens, Shute Lane, Davidson County, Tennessee, along with the option to purchase three more plots for the children should they die before reaching their majority, shall be vested in the wife.

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6. WIFE is to get title to the 1966 Plymouth automobile and HUSBAND agrees to supply an automobile air conditioner for the said automobile.

7. WIFE shall have complete control and custody of the minor children of the parties: Harold Emmitt Brown (DOB 8-30-59), Elma Jo Brown (DOB 11-20-60) and Lisa Pauline Brown (DOB 5-8-62), subject to reasonable rights of visitation by the HUSBAND. HUSBAND shall have the right upon reasonable notice to visit the children of the parties elsewhere than on the premises of 1404 Birdsall Street. The parties further agree that the children may visit with the HUSBAND at whatever times and for however long as the children so desire.

8. HUSBAND agrees that he will furnish all necessities for the minor children in regards to their education, musical expenses, medical expenses, and school clothes, and he will pay to WIFE $65.00 per week as child support until such time as WIFE gets a job making $110.00 per week at which time his support payments will diminish to $40.00 per week. At such time as WIFE is making $150.00 per week, HUSBAND will be released from child support, as such, other than those items mentioned above in this section, until such time as the WIFE is financially able to undertake this responsibility.

9. Each party, except as otherwise expressly provided herein, shall be fully released by the other from any obligation of support, alimony, maintenance and other similar expenses.

10. Each party shall execute and deliver to the other party any documents required to accomplish the intention of this Agreement and if this provision is not complied with, it is further agreed that this Agreement shall be incorporated in full into the Final Decree of Divorce

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and shall be filed with the appropriate County, State or Federal entity in order to accomplish this intention.

11. Each party expressly certifies that each of them has entered into this Agreement upon due consideration and that it was executed without duress or undue influence by any persons and without collusion.

IV

THAT the Defendant make his child support payments to the Clerk of the Circuit Court.

V

THAT the Defendant be required to pay the costs of this cause for which execution may issue.

DAVIDSON COUNTY, TENN.
MAY 24 3 00 PM '76
IDENTIF. REFERENCE
050603

JUDGE

APPROVED FOR ENTRY:

Enter This 25 Day of Sept., 1975

H. William Scott, III
Solicitor for Complainant

30/B 856

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* Lueree R. Brown *Plaintiff, and* Bill Brown *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* 24 *day of* May *in the year one thousand nine hundred and* seventy-six *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By S. West, *D. C.*