IN THE FOURTH CIRCUIT AND PROBATE COURTS OF DAVIDSON COUNTY, TENNESSEE

LAFAYETTE C. THOMAS]
]
]
VS.] NO. 47839
]
]
JULIA FRANCES THOMAS]

D E C R E E

This cause came on to be heard on this 5th day of February, 1965, before the Honorable Shelton Luton, Judge, upon the bill of complainant for absolute divorce, service of process by publication, pro confesso duly entered, the testimony of witnesses in person and by deposition, the property settlement agreement executed by the parties, statement of counsel, and the entire record, from all of which the Court finds that the defendant, Julia Frances Thomas, has been guilty of such cruel and inhuman treatment as to render further cohabitation unsafe and improper, that the parties have entered into a property settlement agreement, dated December 21, 1964, which should be approved by the Court and is in words and figures as follows:

"PROPERTY SETTLEMENT AND CHILD CUSTODY AGREEMENT

"THIS AGREEMENT, made this 21st day of December, A. D. 1964, by and between JULIA FRANCES THOMAS, of Orlando, Orange County, Florida, hereinafter referred to as First Party; and, LAFAYETTE C. THOMAS, of Nashville, Davidson County, Tennessee, hereinafter referred to as Second Party.

WITNESSETH

"WHEREAS, the parties hereto are wife and husband and have been separated since the 7th day of August, 1964; and,

"WHEREAS, it is the desire of the parties hereto to make a complete and final settlement of all of their property now owned by the parties hereto, and property which may hereafter

be acquired by either of them, as well as the custody of their minor child, and as to certain other of their circumstances and affairs,

"NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties do mutually agree as follows:

"FIRST: That each of the said parties is fully and completely informed of the financial and personal status of the other and each of the parties has given full and mature thought to the making of this agreement and the obligations contained herein; that each of said parties understands that the agreements and obligations assumed by the other are assumed with the express understanding and agreement that they are in full satisfaction of all obligations which each of said parties now has or might hereafter or otherwise have toward the other.

"SECOND: The parties hereto agree that they have one child born of their marriage, namely: LAFAYETTE C. THOMAS, JR., age four years. The parties hereto agree that both parties are fit and proper persons to have the care, custody and control of said minor child. The parties further agree, however, that Second Party is to have the care, custody and control of said minor child, and that the First Party is to have the right to visit said child at all reasonable times and places, and in addition thereto, is to be granted the following specified visitation privileges:

"(a) From the 15th day of June until the 15th day of August, each and every year hereafter.

"(b) One week during the Christmas holidays each and every year, and on Christmas Day alternate years beginning with the Christmas of 1965.

"(c) Nine weekends per year, beginning January 1, 1965. It is understood that the foregoing nine weekends are in addition to the other visitation privileges specified above.

"It is understood by the parties hereto that First Party shall arrange and furnish all transportation connected with the foregoing visitation privileges.

"It is understood and agreed that the term 'weekend' means from 5:00 P.M. Friday through 5:00 P.M. Sunday, and that First Party shall be allowed to pick said child up and carry him wherever she pleases during said time.

"First Party agrees to give Second Party one week's notice prior to each weekend visit.

"THIRD: First Party agrees to convey all her right, title and interest to the home owned by the parties hereto, located at 412 Glengarry Drive, Nashville, Tennessee.

"FOURTH: Second Party agrees to pay off the automobile now in First Party's possession and furnish her with a clear title thereto.

"FIFTH: First Party agrees that she shall not in any fashion pledge the credit of Second Party for any obligation subsequent to the date of this instrument.

"SIXTH: First Party agrees to waive all her right to any alimony or other support to which she might be entitled.

"SEVENTH: It is further understood and agreed by the parties hereto that the terms and provisions of this Property Settlement and Child Custody Agreement may be incorporated in any Decree of Divorce which may hereafter be obtained by either party."

that Lafayette C. Thomas is a fit and proper person to have the care, custody and control of the minor child of the parties.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the complainant, Lafayette C. Thomas, be and hereby is granted an absolute divorce from the defendant, Julia Frances Thomas, and is restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the property settlement agreement set forth verbatim hereinabove be and hereby is approved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Lafayette C. Thomas is a fit and proper person to have the care, custody and control of Lafayette C. Thomas, Jr.

This cause will be retained upon the docket of the Court for the entry of such other orders as may become necessary in the best interest of the minor child of the parties.

Stella Luton
JUDGE

HOOKER, HOOKER & WILLIS

By William A. Willis
Solicitor for Complainant

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IDENTIF. REFERENCE

JUN 18 11 25 AM '76

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

BOOK 5036 PAGE 845

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Docket Number 47839, Minute Book 5, Page 85

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* Lafayette C. Thomas *Plaintiff, and* Julia Frances Thomas *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* 18th *day of* June *in the year one thousand nine hundred and* Seventy-Six *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Williams, *D. C.*