75C/1032

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BOOK 5079 PAGE 703

RACHEL PERKINS SLAUGHTER) IN THE FOURTH CIRCUIT COURT OF

VS.) DAVIDSON COUNTY, TENNESSEE

JAMES M. SLAUGHTER, II) NO. 64976

84-15
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PW

FINAL DECREE

This cause came on for hearing May 19, 1972, before Honorable Benson
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Trimble, Judge, Fourth Circuit Court, Davidson County, Tennessee, upon the original bill filed by the complainant, personal service upon the defendant, pro confesso heretofore entered, witnesses heard in open Court, statement of counsel and upon the entire record, including a property settlement agreement. From all of which the Court finds that the allegations in the original bill are fully sustained, that is, that the defendant is guilty of such cruel and inhuman treatment towards complainant as renders further cohabitation unsafe and improper for her to remain under his dominion and control. The Court further finds that the property settlement agreement is just and equitable and is approved by the Court;

It is therefore ORDERED and DECREED that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby dissolved, and the complainant, Rachel Perkins Slaughter, is awarded an absolute divorce from the defendant, James M. Slaughter, II, and she is restored to all the rights and privileges of an unmarried person.

It is further ORDERED and DECREED that the care, custody and control of the three minor children of the parties, Joh Richard 14, Mark Steven age 13 and William Lee age 10 be committed to complainant with reasonable rights of visitation to the defendant;

It further appears to the Court that the parties have, through and by counsel, entered into a property settlement agreement, which is approved by the Court and is in words and figures as follows:

"A G R E E M E N T

This agreement made and entered into at Nashville, Tennessee by and between Rachel Perkins Slaughter, hereinafter called the wife, and James M. Slaughter, II, hereinafter called the husband on this the 28th day of February, 1972.

W I T N E S S E T H:

The parties are husband and wife and marital difficulties between them are such that a reconciliation with any degree of happiness is impossible and the wife having filed suit in the Fourth Circuit Court, Davidson County, Tennessee Rule #64976 and the parties desire to settle their property rights.

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

1. The wife is to receive the homeplace, 2305 Castlewood Drive, Donelson, Tennessee, subject to the first mortgage thereon, which she will assume and agrees to pay; the Pontiac automobile, mutual funds; church bonds; all furniture and furnishings in and about the homeplace, except the bedroom suite which the husband is using, cut glass (excepting one bowl given as a wedding gift); two sets of linen and some towels; 8 silver brandy snifters and the personal clothing of the husband.

2. The wife is to receive the custody of the children with unlimited rights of reasonable visitation to the husband, and for the support, care and maintenance of the minor children, the husband will pay to the wife the sum of $105.00 per week, or $455.00 per month to be paid on the first Monday of each and every month, $80.00 per week if there should be only two children living with the wife and $50.00 per week if there should be only one child living with the wife.

3. The husband also agrees to pay the track cost for Jon, one of the minor children.

4. The husband agrees to pay all of the doctor and dentist bills for the minor children, and in addition thereto he will keep and maintain a hospitalization insurance policy to cover the children, and the husband will pay the fees and expenses for church camp for the minor children.

5. The husband agrees to pay all the outstanding bills of the husband, wife or parties as of January 25, 1972, except the first mortgage on the homeplace, and as to the second mortgage on the homeplace, the husband agrees to pay the same, except in the event the house is sold before the second mortgage is paid, the wife agrees to pay not more than $3,000.00 on the second mortgage and the husband is to pay the balance.

6. The husband agrees to retain and keep in full force and effect insurance policy on his life of not less than $25,000.00 payable in such fashion as the children would receive the benefit thereof in the event that he should die before they reach the age of 21.

7. The husband agrees that the child support, as herein specified, will be paid until the children reach the age of 21, if they remain at home and provided further that they attend college, however, the same shall be until they reach 18 if the children attend college and stay in a dormitory or they go to work instead of college.

8. It is further agreed that in the event the homeplace is sold prior to the children reaching their eighteenth birthday that 50% of the net proceeds therefrom will be placed in a trust with the children as beneficiaries, and also when and if the church bonds are sold 50% of the net proceeds therefrom will be placed in the same trust fund for the use and benefit of the three children and Richard Perkins to be trustee, without bond, and in the event that he should die or be unable to serve, then Mrs. James Dugger will serve as trustee without bond of the said trust fund.

It is agreed that this is a full, final and complete settlement of the property rights as between the parties and both understand that the same is subject to the approval of the Court and if approved may be entered as part of any final decree of divorce granted to either party, however, if the same be approved by the Court that neither shall have any other or further claims against the other.

Executed by us on the day and date first above written.

S/James M. Slaughter, II
Husband

S/Robert L. Babb
Witness

S/Rachel P. Slaughter
Wife

S/Earl A. McNabb
Witness"

It is further ORDERED and DECREED that this agreement be and the same is hereby made the judgment of this Court, and in accordance therewith all the right, title and interest that the defendant, James M. Slaughter, II has in and to the real estate located at 2305 Castlewood Drive, Donelson, Tennessee, subject to the first mortgage thereon, together with the furniture and fixtures therein, except the bedroom suite, which the defendant is using, cut glass (excepting one bowl given as a wedding gift), two sets of linen and some towels, 8 silver brandy snifters and the personal clothing of the defendant, be and the same is hereby divested out of the defendant and reinvested in complainant, Rachel Slaughter. The real estate is described as follows:

"Land in Davidson County, Tennessee, being Lot No. 67 on the Plan of Castlewood Estates, as of record in Book 233, page 91, Register's Office, Davidson County, Tennessee.

Said Lot No. 67 fronts 179.6 feet on the south side of Castlewood Drive, and runs back between lines 183.2 feet on the east line and 240 feet on the west line to a dead line in the rear on which it measures 232 feet."

It is further ORDERED and DECREED that defendant will pay to Earl A. McNabb, attorney for complainant, a fee in the amount of $350.00 of which $150.00 has been paid, leaving a balance in the amount of $200.00.

The costs of this cause are assessed against the defendant, all of which let execution issue if necessary.

Enter May _____, 1972.

JUDGE

APPROVED FOR ENTRY:

Solicitor for Complainant

Solicitor for Defendant

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IDENTIF. REFERENCE

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BOOK 5079 PAGE 706

75C/1032

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* Rachel Perkins Slaughter *Plaintiff, and* James M. Slaughter II *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* 14th *day of* October *in the year one thousand nine hundred and* seventy-six *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By K. Lokley, *D. C.*