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IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AMY SUPTON VIETZE,

PLAINTIFF

V. NO. 83333

PETER MICHAEL VIETZE,

DEFENDANT

104-16 - 241

FINAL DECREE

This cause came on to be heard on the 5th day of October, 1976, before the Honorable J. William Rutherford upon plaintiff's petition, personal service on defendant on June 22, 1976, default judgment, testimony in open court of plaintiff and two corroborating witnesses, the property settlement and custody agreement filed with the Court, and the entire record in the cause. From all of this the Court is of the opinion that the plaintiff should be granted an absolute divorce from the defendant upon the ground of desertion or absence without reasonable cause for over one year and that the property settlement entered into by the parties should be ratified by the Court.

CLERK'S MISC 5= 10.00 * 10.00

It is therefore ORDERED, ADJUDGED AND DECREED that the plaintiff be and she hereby is granted an absolute divorce from the defendant upon the ground of desertion or absence without reasonable cause for over one year and that the property settlement agreement heretofore entered into by the parties be adopted by the Court; the same is made a part of this decree and is copied verbatim as follows:

> This contract is entered into on this the 16th day of September, 1976, between AMY SUPTON VIETZE (hereinafter referred to as "Wife") and PETER MICHAEL VIETZE (hereinafter referred to as "Husband").

WHEREAS, the parties are married but are now in the process of obtaining a divorce; and

WHEREAS, they have agreed to an amicable division of their property and have agreed to provisions regarding the custody and support of their three minor children;

NOW THEREFORE, the parties hereto agree as follows:

I. CUSTODY AND VISITATION

The WIFE will have custody of the parties' three minor children, Zachary, Anya and Dmitri. The HUSBAND shall have the right to visit with the children as follows:

a) At least one weekend per month, either in Nashville, Tennessee or at such other locations as the HUSBAND may so designate, with HUSBAND paying for all costs of transportation for said visits.

b) At least one full month in the summer, either in Nashville, Tennessee or at such other locations as the HUSBAND may so designate, with HUSBAND paying for all costs of transportation for said visits.

c) One week each Easter, including Easter Sunday, or during the children's spring break, either in Nashville, Tennessee or at such other locations as the HUSBAND may so designate, with HUSBAND paying for all costs of transportation for said visits.

d) Christmas vacation of one week with HUSBAND taking the children on December 23, in odd years and in the even years taking them the day after Christmas. Said visits may take place either in Nashville, Tennessee or at such other locations as the HUSBAND may so designate, with HUSBAND paying for all costs of transportation for said visits.

e) At any other reasonable time providing WIFE is given advance notice of the visit and said visit will not interfere with the children's school schedule or any prior commitment they may have, and with HUSBAND paying all costs for such visits.

II. CHILD SUPPORT

HUSBAND will pay to WIFE a total of $500.00 per month by the 1st of each month for the support and maintenance of their three minor children. Both HUSBAND and WIFE recognize that WIFE has certain fixed monthly expenses for the maintenance of their children; therefore, these payments shall be made to the WIFE in full each month, regardless of the length of any of the visits the children will have with the HUSBAND.

III. ALIMONY IN SOLIDO

a) HUSBAND will convey to WIFE all his right, title and interest in and to the 1972 Volvo automobile, serial number 1453343-132186 which is currently titled in the name of both parties. HUSBAND further agrees that he will pay to WIFE as alimony in solido an amount equal to the indebtedness currently remaining on said automobile. Said amount shall be paid in monthly installments equal to the monthly automobile loan repayment and shall be paid by the HUSBAND directly to the lending institution to which the payments are currently being made.

b) HUSBAND will convey to WIFE by quitclaim deed all his right, title and interest in and to the parties' home located at 2305 Belmont Boulevard, Nashville, Tennessee, and WIFE shall assume the remaining indebtedness thereon. WIFE agrees that in the event she sells said home for a profit at anytime in the future, she will pay to HUSBAND $1,250.00, which is equal to one-half of the paid-in equity in the property as of the date of this agreement.

IV. PERSONAL PROPERTY

HUSBAND and WIFE agree that their remaining jointly held personal property has been divided, and each party shall be given all right, title and interest in and to the personal property he or she now has in his or her possession. HUSBAND will be granted all right, title and interest in and to the automobile he now owns.

V. INSURANCE

a) HUSBAND agrees that he will maintain hospitalization and major medical insurance on his three minor children.

b) HUSBAND agrees that he will maintain life insurance on his life in the amount of $60,000.00, with the minor children as irrevocable beneficiaries and the WIFE as trustee.

c) HUSBAND agrees that he will provide WIFE annually with proof of the existence of the insurance policies described in paragraphs (a) and (b) above.

VI. OUTSTANDING INDEBTEDNESS

HUSBAND and WIFE agree that HUSBAND will assume all outstanding indebtedness of the parties for which WIFE may be held liable, with the exception of WIFE'S personal debt to the Dee Dee Wallace Center.

VII. TAX CONSEQUENCES

WIFE agrees that HUSBAND shall claim the three minor children as dependants for federal income tax purposes.

VIII. ATTORNEY'S FEES AND COURT COSTS

HUSBAND will pay to WIFE'S attorney, ROSE PALERMO, $350.00 for WIFE'S attorney's fee on or before October 5, 1976. HUSBAND also agrees to pay all court costs in connection with their divorce proceeding.

The parties agree that this property settlement and custody agreement will be presented to the Court and its approval sought should a divorce be granted to the WIFE.

Executed in Nashville, Tennessee on the day and date above first written.

Witness:

S/Rose Palermo
ROSE PALERMO

S/Amy Supton Vietze
AMY SUPTON VIETZE

Witness:

S/Jeanie Nelson Beckner
JEANIE NELSON BECKNER

S/Peter Michael Vietze
PETER MICHAEL VIETZE

In consideration of the fact that defendant failed to execute to Wife a quitclaim deed of all his right, title and interest in and to the parties' home located at 2305 Belmont Boulevard, Nashville, Tennessee, as required by paragraph III subsection (b) of the Property Settlement and Custody Agreement, it is further ORDERED that the Wife be awarded all right, title and interest in and to said property, which description is as follows:

> Being the north half of Lot No. 175 on the Map of Belmont Land Company's Subdivision, called "Belmont Heights", of record in Book 421, page 34, Register's Office for said County.
>
> Said part of said Lot No. 175 fronts 53 feet on the westerly side of Belmont Boulevard and runs back between lines 175 feet to an alley in the rear on which it measures 45 feet.
>
> Being the same property conveyed to James I. Vaughan and wife, Ollie H. Vaughan, by deed from Mildred Lunn, et al., as of record in Book 3834, page 435, said Register's Office.

Court costs shall be taxed against the defendant.

This the _____ day of _____, 1976.

s/ J. William Rutherford
JUDGE

APPROVED FOR ENTRY:

Rose Palermo

Rose Palermo
Attorney for Plaintiff
43 Music Square West
Nashville, Tennessee 37203

FILED FOR REFERENCE
JAN 10 10 37 AM '77
DAVIDSON COUNTY, TENN.

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I certify that I have mailed a copy of this Final Decree to defendant's attorney, Jean Nelson Beckner, at her address of Post Office Box 2757, Nashville, Tennessee 37219, on this the 7 day of October, 1976.

Rose Palermo
Rose Palermo

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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~~ true copy *transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Amy Supton Vietze *Plaintiff, and* Peter Michael Vietze *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* 10th *day of* January *in the year one thousand nine hundred and* seventy six *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L. Rutherford, *D. C.*

Form #GR-117