Mail to: John R. Reynolds
Suite 100
216 Third Ave. No.
Nashville 37201

11-10-76
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Map 43-11
Parcel 8

ATHERLIE GAY MIELKE]

vs. No. 83720]

JOHN WILLIAM MIELKE, JR.]

BOOK 5112 PAGE 463

IN THE FOURTH CIRCUIT COURT

OF DAVIDSON COUNTY, TENNESSEE

FINAL DECREE

This cause came on to be heard on the 5th day of November 1976, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the Petition for Absolute Divorce filed by Atherlie Gay Mielke, personal service of process had upon the Defendant, John William Mielke, Jr., pro confesso duly entered, the Defendant having failed to answer within the time prescribed by law, testimony of the Complainant and her corroborating witnesses and statement of counsel in open Court.

From all of which the Court finds that the Defendant, John William Mielke, Jr., has been guilty of such cruel and inhuman treatment or conduct towards the Complainant, Atherlie Gay Mielke, as renders further cohabitation unsafe and improper;

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore subsisting between the parties be, and the same are hereby and forever perpetually dissolved, and the Complainant, Atherlie Gay Mielke, is granted an absolute divorce from the Defendant, John William Mielke, Jr., and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court that the Complainant, Atherlie Gay Mielke, be and she is hereby awarded complete care, custody and control of the parties' minor children, namely: Kimberly Sue Mielke and John William Mielke III, subject to reasonable visitation privileges reserved for the Defendant. However, the Defendant, John William Mielke, Jr., is hereby permanently enjoined from coming about the children or exercising his visitation privileges with the children while partaking of alcoholic beverages and while under the influence of alcohol or in an intoxicated condition.

It is further ORDERED, ADJUDGED and DECREED by the Court that the Property Settlement Agreement heretofore entered into between the parties is approved by the Court in all respects and is made a part of this Final Decree by copying same verbatim herein, which Agreement is in words and figures as follows:

"PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court of Davidson County, Tennessee, a Petition for Absolute Divorce filed by ATHERLIE GAY MIELKE, hereinafter referred to as the 'Wife,' and against JOHN WILLIAM MIELKE, JR., hereinafter referred to as the 'Husband,' under Docket No. 83720; and

WHEREAS, these parties have suffered certain irreconcilable difficulties in their marriage and are living separate and apart and desire to enter into a Property Settlement Agreement and tender the same to the Court for approval in the event a divorce is granted in this cause; and

WHEREAS, both parties are aware of their possessions and obligations one to the other;

NOW, THEREFORE, for and in the consideration of One ($1.00) Dollar, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, including the mutual covenants hereinafter contained, the parties agree as follows:

1. The Wife shall be awarded the complete care, custody and control of the parties' two (2) minor children, namely: Kimberly Sue Mielke and John William Mielke, III, subject to reasonable visitation privileges reserved for the Husband.

2. The Wife shall be awarded the Husband's interest in the parties' home at 224 McArthur Drive, Madison, Davidson County, Tennessee; and the Wife shall assume the outstanding indebtedness on the same and shall forever hold the Husband harmless of the same.

3. The Wife shall be awarded all of the personal property, including household furniture and furnishings, goods and appliances presently in the parties' home and in her possession, free from any claim of the Husband.

4. The Wife shall be awarded her 1973 Plymouth station wagon automobile.

5. The Husband shall be awarded his 1963 Plymouth automobile, and Honda 350 motorcycle.

6. The Husband shall pay directly to the Wife the sum of Twenty Five ($25.00) Dollars per week, for the support of the parties' minor children, namely: Kimberly Sue Mielke and John William Mielke, III.

7. The parties shall sell their fourteen-foot AllStar boat, motor and trailer, and the proceeds shall be divided equally between the parties.

8. The Husband shall assume the primary responsibility of paying the $2000.00 Student Loan owed Commerce Union Bank, and shall forever hold the Wife harmless from the same, and shall indemnify the Wife in the event it becomes necessary for her to pay the same.

9. The Husband shall pay the Wife's attorney of record, Honorable John R. Reynolds, a fee in the amount of $150.00 for his reasonable services in this matter.

10. The Husband shall pay the final costs of this cause.

All parties further agree to sign any and all instruments, documents, titles, covenants or deeds, necessary to carry out the full purpose and intent of this Agreement.

All parties acknowledge that they have read this instrument in its entirety and have signed this instrument voluntarily and without duress or coercion.

Entered into this 20th day of July 1976.

/s/ Atherlie Gay Mielke, Wife

Witnessed:

/s/ John R. Reynolds

/s/ John William Mielke, Jr., Husband

/s/ John R. Reynolds"

It is further ORDERED, ADJUDGED and DECREED by the Court that all right, title and interest of the Defendant, John William Mielke, Jr., in and to the following described real estate, be and the same is hereby divested out of him, and vested solely in the Complainant, Atherlie Gay Mielke:

> Land in Davidson County, Tennessee, being a part of Block No. 13 on the Plan of Anderson Estates, as of record in Book 1130, page 37, in the Register's Office for said County; being Lot No. 120 on the unrecorded Plan of the Resubdivision of Blocks No. 1 and 13 of said Anderson Estates, Section 1, described according to a survey made by Anderson and Gee, Surveyors, August 5, 1946, as follows:
>
> Said Lot No. 120 begins at a point in the westerly margin of McArthur Drive, 118 feet, more or less, South of the southerly margin of Roosevelt Avenue and thence westerly 150 feet to a point; thence southerly 50 feet to a point; thence easterly 150 feet to a point in the westerly margin of McArthur Drive; thence northerly with said margin of said Drive 50 feet to the point of beginning.
>
> Being the same property conveyed to John William Mielke, Jr. and wife, Atherlie Nelson Mielke, by deed from Gerald A. Burkett and wife, Carolyn H. Burkett, of record in Book 4525, page 667, Register's Office for Davidson County, Tennessee,

and the Wife shall assume and pay the outstanding indebtedness on said real property.

It further appearing to the Court that the parties have agreed that the child support payments should be made through the Court, and that the Complainant, Atherlie Gay Mielke, should be awarded the 14-foot AllStar boat, motor and trailer, and that she, in turn, will be responsible for the final attorneys fee to John R. Reynolds, her solicitor of record, in the amount of $150.00;

It is, further, ORDERED, ADJUDGED and DECREED that the Defendant, John William Mielke, Jr., pay his weekly child support payments in the amount of $25.00, plus the Clerk's commissions, to the Circuit Court Clerk for Davidson County, Tennessee.

It is further ORDERED, ADJUDGED and DECREED that the Complainant, Atherlie Gay Mielke, be and she is hereby awarded the 14-foot AllStar boat, motor and trailer, and that the Complainant be responsible for paying the final attorneys fee to her solicitor of record, John R. Reynolds, in the amount of $150.00.

The Defendant shall pay the costs of this cause, for which let execution issue, if necessary.

Enter this 10 day of November 1976.

s/ Benson Trimble
BENSON TRIMBLE, Judge

Approved for Entry:

s/ John R. Reynolds
JOHN R. REYNOLDS,
Attorney for Complainant

CERTIFICATE OF SERVICE

This is to certify that I have mailed a copy of the foregoing Final Decree to the Defendant, John William Mielke, Jr., 711 Freda Villa, Madison TN 37115. This 8th day of November 1976.

s/ John R. Reynolds
John R. Reynolds

cc: Mrs. Gay Mielke

It further appearing to the Court that the parties have agreed that the child support payments should be made through the Court, and that the Complainant, Atherlie Gay Mielke, should be awarded the 14-foot AllStar boat, motor and trailer, and that she, in turn, will be responsible for the final attorneys fee to John R. Reynolds, her solicitor of record, in the amount of $150.00;

It is further, ORDERED, ADJUDGED and DECREED that the Defendant, John William Mielke, Jr., pay his weekly child support payments in the amount of $25.00, plus the Clerk's commissions, to the Circuit Court Clerk for Davidson County, Tennessee.

It is further ORDERED, ADJUDGED and DECREED that the Complainant, Atherlie Gay Mielke, be and she is hereby awarded the 14-foot AllStar boat, motor and trailer, and that the Complainant be responsible for paying the final attorneys fee to her solicitor of record, John R. Reynolds, in the amount of $150.00.

The Defendant shall pay the costs of this cause, for which let execution issue, if necessary.

Enter this 10 day of November 1976.

Docket No. 83720 102A/415

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* Atherlie Gay Mielke *Plaintiff, and* John William Mielke, Jr. *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* 3rd *day of* February *in the year one thousand nine hundred and* seventy-seven *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature], *D. C.*

Form #GR-117