7-30-75
GRC/1837

BOOK 5131 PAGE 426-2-20

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

GWEN LAVERN BROADSTON	)	
	)	
VS.	)	NO. 77430
	)	
DOUGLAS MELVIN BROADSTON	)	

ORDER

This cause came on to be heard this 25th day of July, 1975, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, upon the Complaint heretofore filed by Plaintiff, Gwen Lavern Broadston, Default Judgment against the Defendant, and upon the oral testimony of Plaintiff and her corroborative witnesses, the Court was of the opinion that the allegations in the original Complaint had been sustained, that is, that the Defendant has been guilty of such cruel and inhuman treatment as renders further cohabitation unsafe and improper; that the Settlement Agreement between the parties submitted to the Court is fair and reasonable; and that child custody, visitation rights, division of property and child support should be in accordance with said agreement.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the Plaintiff, Gwen Lavern Broadston, is hereby granted an Absolute Divorce from the Defendant, Douglas Melvin Broadston, and the bonds of matrimony heretofore existing between said parties are perpetually dissolved. It is further ORDERED, ADJUDGED and DECREED by the Court that the Settlement Agreement entered into between the parties is, in all respects, hereby made a part of this Order. Said Agreement reads in words and figures as follows:

"CHILD CUSTODY, CHILD SUPPORT, AND
PROPERTY SETTLEMENT AGREEMENT

This Agreement, made and entered into this 25th day of April, 1975, by and between Gwen Lavern Broadston, hereinafter referred to as "wife" and Douglas Melvin Broadston, hereinafter referred to as "husband", both residents of Metropolitan Nashville and Davidson County, Tennessee.

W I T N E S S E T H:

WHEREAS, the parties were married on the 24th day of July, 1971, and have one minor child; namely, Troy Douglas Broadston, three and one-half years of age, and

WHEREAS, certain differences and difficulties have arisen between the parties and they now live separate and apart from each other and have no plans of resuming their marital relationship, and

WHEREAS, husband and wife have reached an understanding relative to their real and personal property, custody of their minor child and the obligations of husband for child support, alimony, etc., and wish that this understanding be reduced to writing so that there might not be any confusion.

NOW THEREFORE, in considerations, it is mutually understood and agreed by and between the husband and wife as follows:

1. That they shall live separate and apart from each other and neither shall harass or interfere with the other in any manner or in any way.

2. That the parties' minor child, Troy Douglas Broadston, shall remain in the care, custody and control of the wife and the husband shall have the right to visitation as follows: (1) Every other weekend from 9:00 A. M. Saturday morning until 5:00 P. M. on Sunday afternoon; (2) Four one week periods per year; (3) Odd-year Christmases beginning with 1977; and (4) Visitation with the child while he is at the babysitter's while wife is working.

3. Husband agrees to pay directly to wife, child support in the amount of One Hundred Fifty and 00/100 ($150.00) per month.

4. Both parties agree that the personal property belonging to them shall be divided as follows:

A. Chevelle automobile to the wife.
B. Ambassador automobile to the husband.
C. Boat to husband.
D. Stereo and tools to the husband.
E. Den furniture and recliner to husband.
F. All remaining furniture, appliances, and household furnishings to wife.

5. Each of the parties agrees that the home of the parties located at 6016 Cortez Court, Hermitage, Tennessee, will be deeded to wife and husband waives all his right, title, and interest therein.

6. Husband agrees to pay all bills incurred by the family prior to the separation of the parties, on February 3, 1975, except Sears & Roebuck Company.

7. Husband agrees to keep a minimum of $20,000.00 of life insurance in force with wife, minor child or a trust set up for minor child as beneficiary of said insurance.

8. Husband agrees to keep medical and hospitalization insurance on child, and to pay all medical bills not covered by insurance.

9. Husband agrees to pay Charles A. Leach, wife's attorney, an attorney's fee of $300.00.

10. Other than as set out above, each of the parties waives all rights which she or he may have in and to the property or estate of the other.

11. Each party expressly agrees that he or she has entered into this agreement after mutual consideration; that consent to the execution of this agreement has not been obtained by duress, fraud, or undue influence of any person, and that no representations of fact have been made by either party to the other, except as herein expressly set forth, and that each has full knowledge of the business and affairs and nature, extent, and value of the separate property of the other, and that this agreement is fair and reasonable.

12. This agreement shall be binding upon the respective heirs, next of kin, executors, administrators and assigns of the parties.

13. Each of the parties agrees to execute and deliver to the other party any titles or other documents that may be reasonably required to accomplish the intention of this agreement, and shall do all things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this agreement shall constitute an actual grant, assignment and conveyance of property and right in such manner, and with such force and effect as shall be necessary to effectuate the terms of this agreement.

14. This agreement shall be construed and governed in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties have signed and acknowledged this agreement in duplicate on this 25th day of April, 1975.

s/Gwen Lavern Broadston

s/Douglas Melvin Broadston"

The costs of this cause are taxes against the Defendant, all for which execution may issue, if necessary.

Entered this 30 day of July, 1975.

JUDGE

CERTIFICATE

I certify that a copy of the foregoing Order has been mailed to Counsel for the Defendant this 29 day of July, 1975.

CHARLES A. LEACH

Mail: Steven Allen
6016 Castle Drive
Nashville, Tenn.
37205

BOOK 5131 PAGE 45

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IDENTIF. REFERENCE

FILED & RECORDED
DAVIDSON COUNTY, TENN.
REGISTER

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7-30-75

77C/1837

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* Dwen Lavern Broadston *Plaintiff, and* Douglas Melvin Broadston *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* 4th *day of* April *in the year one thousand nine hundred and* 77 *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L Bates, *D. C.*

Form #GR-117