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IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 5149 PAGE 748
MAP 14
PAR. 21 M-P

CATHERINE McGEE)
)
Plaintiff)
)
VS.) No. 84485
)
WALTER FENTRESS McGEE)
)
Defendant)

FINAL DECREE

This cause came on to be heard on the 5th day of April, 1977, before the Honorable Joe C. Loser, Jr., Judge, Third Circuit Court for Davidson County, Tennessee, upon the original Complaint, of the Defendant having been personally served with process, upon Answer of the Defendant, upon the Agreed Order to have this cause set for hearing, upon testimony of the Complainant and her corroborating witnesses and upon the entire record in this cause, from all of which the Court is of the opinion that the Defendant, Walter Fentress McGee, has been guilty of such cruel and inhuman treatment toward the Complainant as renders further cohabitation unsafe and improper; that the Complainant should be granted an absolute divorce from the Defendant, that the Complainant is a fit and proper person to have the care, custody and control of the parties' minor children, Keith Edward McGee and Kimberly Claire McGee, and that the Property Settlement Agreement entered into by and between the parties should be in all things approved;

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED as follows:

1. That the Defendant, Walter Fentress McGee, has been guilty of such cruel and inhuman treatment towards the Complainant as renders cohabitation unsafe and improper.

2. That the marriage heretofore subsisting between the parties be and the same is hereby forever dissolved and that the Complainant, Catheriné McGee, is hereby granted an absolute divorce from the Defendant, Walter Fentress McGee, and that the parties are restored to all the rights and privileges of unmarried persons.

3. That the Property Settlement Agreement entered into by and between the parties on March 15, 1977, is in all things ratified and approved by the Court as follows:

PROPERTY SETTLEMENT AGREEMENT

This agreement entered into this the 15th day of March, 1977, by and between Walter Fentress McGee, hereinafter referred to as "Husband" and Catherine McGee, hereinafter referred to as "Wife".

W I T N E S S E T H:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the Third Circuit Court of Davidson County, Tennessee, a suit for divorce styled Catherine McGee, Plaintiff vs. Walter Fentress McGee, Defendant, and bearing Docket No. 84485; and

WHEREAS, the parties desire to agree upon and fix their rights and duties respecting their respective estates and all other matters concerning their respective rights and duties by reason of the marital relationship.

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights and questions and all matters arising by reason of the marital relationship and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

1) Wife shall have the care, custody and control of the parties' minor children, Keith Edward McGee and Kimberly Claire McGee, and Husband shall have reasonable visitation rights with the said children at such time and place as may be convenient for the parties and in the best interest of the children.

2) Husband shall pay to Wife for the care, welfare, support and maintenance of the parties' minor children, Keith Edward McGee and Kimberly Claire McGee, the sum of Five Hundred Fifty and No/100 ($550.00) Dollars per month payable on the first day of April, 1977, and a like amount on the first day of each succeeding month until such time as the youngest minor child has graduated from college, trade school or otherwise terminated its education following high school, but in no event shall such support continue after the youngest minor child has attained the age of 22 years.

3) Husband shall have the right to claim such children on all income tax filings.

4) That at such time as a final divorce is granted, certain real property located at 7154 Harper Road, Joelton, Tennessee shall be divested out of the name of Husband and shall be vested in Wife to be hers absolutely.

5) That Wife shall receive the 1975 Oldsmobile Cutlass automobile. Ownership and control of the 1976 Ford pick-up truck and the 1974 Granville Pontiac automobile shall be vested in Husband. Each of the parties shall have the responsibility of maintenance, up-keep and insurance on his or her automobile.

6) Husband shall be responsible for the payments of the present existing chattel mortgage on the 1975 Oldsmobile Cutlass automobile until such time as the balance of the said chattel mortgage is paid in full.

7) That in addition to the sums for support and maintenance hereinabove set forth in Paragraph 2, Husband shall pay all medical, dental and drug or prescription bills in connection with the care and treatment of the parties' minor children, Keith Edward McGee and Kimberly Claire McGee, until such time as each of the said minor children attain their legal age or become emancipated.

8) Husband shall keep in force such life insurance as is presently on his life naming the minor children as beneficiaries under the said policy and Husband shall keep such policy in full force and effect until such time as the last minor child has attained its legal age or become emancipated.

9) Wife shall have and own all of the household goods, furniture, fixtures and appliances located at the parties' home at 7154 Harper Road, Joelton, Tennessee.

10) Husband shall pay to Stewart, Black, Ayers, Buchanan & Mathiesen, Attorneys, the sum of Four Hundred Fifty and No/100 ($450.00) Dollars for attorney's fees in connection with the said divorce proceedings.

11) Husband shall pay all costs in connection with the said divorce proceedings.

12) The parties hereto agree and acknowledge that this agreement is entered into by each of them with full knowledge on the part of each of them of the extent and probate value of all property and estate of the parties jointly and personally, and each of the parties hereby forever releases and surrenders all of his or her right, title, and interest, marital or otherwise, in and to all of the estate whether real, personal, intangible or mixed, now owned or hereinafter acquired of or by the other party, except as he or she may be bound by the promises and covenants contained in this agreement.

13) The parties agree that this agreement, subject to Court approval, shall be incorporated in and made a part of any decree of divorce which may be entered hereafter.

IN WITNESS WHEREOF, the parties hereto have set their signatures this the 15 day of March, 1977.

William J. Fremion
WITNESS

W. Fentress McGee
WALTER FENTRESS McGEE

Judy P. Gilkins
WITNESS

Catherine McGee
CATHERINE McGEE

4. That the following described property located in the 14th Civil District of Davidson County, Tennessee be and is hereby divested out of the name of Walter F. McGee and vested in fee simple in the name of Catherine McGee to be hers absolutely, said property being described, to-wit:

> Land in the 14th Civil District of Davidson County, Tennessee, being Lot No. 22 on the Plat showing Highland Heights Subdivision, not of record, being part of the A. J. Williams tract described according to a survey made by Hickerson-Miller, Engineers-Surveyors, as follows:
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> Lot No. 22: Beginning at a point in the easterly margin of Harper Road, said point being 1279.5 feet north of the center line of Highway No. 112; thence with the margin of said road northerly 100 feet to the common corner of Lots No. 21 and 22; thence with the line between said two lots easterly 435 feet to a point; thence southerly 100 feet to the common rear corner of Lots Nos. 23 and 22; thence westerly 435 feet to their common front corner; the point of beginning.
>
> Being the same property conveyed to Walter F. McGee by deed from O'Connor Homes of Nashville, Inc., of record in Book 4794, page 307, Register's Office for Davidson County, Tennessee.

5. That the costs of this cause are hereby assessed against the Defendant, Walter Fentress McGee, for which execution may issue if necessary.

Joe C. Loser, Jr., Judge

4/11/77

APPROVED FOR ENTRY:

STEWART, BLACK, AYERS, BUCHANAN & MATHIESEN
223 Madison Street
Madison, TN 37115

By: _____
Homer R. Ayers, Attorney for Plaintiff

Enter This 11 Day of April, 1977

CERTIFICATION

It is hereby certified that a true and exact copy of the foregoing Final Decree was mailed to the Honorable William J. Faimon, attorney for the Defendant, at his offices at 200 Court Square Building, 300 James Robertson Parkway, Nashville, TN 37201, this the 6th day of April, 1977.

_____
Homer R. Ayers

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BOOK 5149 PAGE 753

IDENTIF. REFERENCE

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REGISTER
DAVIDSON COUNTY, TENN.

MAY20F MISC B* 12.00 * 12.00

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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 transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Catherine McGee *Plaintiff, and* Walter Fentress McGee *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* 19 *day of* May *in the year one thousand nine hundred and* seventy-seven *and in the* 201st. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, D. C.

Form #GR-117