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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MAGGIE SUE DURHAM PERALES)
)
)
vs.) No. 77400
)
)
PEDRO JUAN PERALES)

FINAL DECREE

This cause came on to be heard this 5th day of August 1975 before the Honorable Benson Trimble, Judge of the Fourth Circuit Court, upon the original Complaint of the Plaintiff; Amendment seeking an absolute divorce; Answer filed by the Defendant; statement of counsel, both parties being represented, that the Defendant did not desire to go forward on his Answer and that his Answer be withdrawn and the matter heard is an uncontested divorce; witnesses heard in open court; statement of counsel; Independent Petition filed by the attorney representing the Plaintiff for an attorney's fee, from all of which the Court finds as follows:

That the Defendant has been guilty of Tennessee Code Annotated 36-802-1, such cruel and inhuman treatment towards the Plaintiff as to render further cohabitation unsafe and improper; and that the Plaintiff should be awarded an absolute divorce and the Property Settlement Agreement approved; and that the attorney representing the Plaintiff should be awarded a fee in the amount of $7,500.00.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED:

1. That the Plaintiff be awarded an absolute divorce from the bonds of matrimony and restored to all the rights and privileges of an unmarried person.

2. That the Property Settlement Agreement be incorporated and made a part of this divorce and is as follows:

This agreement is made and entered into by and between MAGGIE SUE DURHAM PERALES and DOCTOR PEDRO JUAN PERALES, both residents of Nashville, Davidson County, Tennessee.

The parties of this agreement were lawfully married on the 4th of October 1956 in Davidson County, Tennessee, and have lived in Nashville, Davidson County, Tennessee, for the majority of their married life.

Various differences have arisen between the parties which have caused them to determine that they can no longer continue in a marriage relationship and cohabitate as man and wife, and they are living separate and apart from each other and have been since February 5, 1975. An original bill of complaint was filed February 12, 1972, by Maggie Sue Perales seeking a divorce from bed and board in the Fourth Circuit Court of Davidson County, Tennessee, and is at the present time pending.

It is the desire of the parties of this agreement to finally and for all time determine and settle their jointly-owned property, all right of support and maintenance of the Complainant, Maggie Sue Perales by Doctor Pedro Juan Perales, all dower and homestead rights, together with any and all other rights existing between the parties to this agreement arising out of and resulting from their marital relationship.

NOW, THEREFORE, the parties of this agreement, for and in consideration of the mutual promises contained in this agreement and of the acts to be performed by each of them, agree as follows:

1. Dr. Pedro Juan Perales agrees to and will pay the sum of $1,500 per month to Maggie Sue Perales as alimony in futuro until Maggie Sue Perales shall re-marry or die or, in the alternative, Doctor Perales reaches the age of 62, whichever first shall occur. In the event of the contingency that Doctor Perales reaches the age of 62, this matter will be brought before the Court to determine the amount of alimony required, based upon his then-existing income. It is further agreed that Pedro Juan Perales shall pay $200 per month as child support for the minor child of the parties, Pedro Juan Perales, Jr., until such time as he reaches the age of 18 years, at which time the $200 payment for child support which will then legally terminate will be added to Maggie Sue Perales' alimony payment, thereby making her receive $1,700 per month as alimony in futuro until such time as the aforesaid conditions should first occur.

2. It is agreed by and between the parties that at the present time they own four (4) parcels of real property. The parties have agreed to the following division of the real properties, to-wit:

(a) A farm located in Lawrenceburg, Tennessee, which was purchased in the year 1974 and that Maggie Sue Perales will quitclaim all right, title, and

interest which she has to this property and that for and in consideration of this quitclaim deed, Doctor Perales agrees to pay a contractor of her choice to repair the basement, patio, and to repaint the exterior of the home of the parties, the same being 832 Berwick Trail, the work to be done not to exceed $8,000, in lieu of her equity or claim for equity in the aforesaid property. Presently, there is a deed of trust note with the balance in the amount of approximately $40,000 which Doctor Perales agrees to assume and hold Mrs. Perales harmless for said payments on said note.

(b) The house and lot on Moorewood Drive in Nashville, Davidson County, Tennessee, is to be sold and the payments applied first to the mortgage and the expense of selling the said property and any monies over and above that amount will be divided equally between the parties. Doctor Perales agrees to divide equally any rents received from said house over and above the mortgage payments.

(c) The parties own a house and three acres on Berwick Trail in Madison, Davidson County, Tennessee. Doctor Perales agrees to execute a quitclaim deed in favor of Maggie Sue Perales, thereby divesting any right, title, and interest which he may have in said real property. Said property is encumbered with a deed of trust and note in the amount of $20,182.72. Said property is valued at approximately $65,000. The party Maggie Sue Perales agrees to pay the mortgage payments on said house and agrees to hold Doctor Perales harmless for said mortgage notes.

(d) The parties own a piece of real property on Florence Circle, Madison, Davidson County, Tennessee, and at the present time, Doctor Perales' parents occupy said property and Maggie Sue Perales agrees to issue a quitclaim deed in favor of Doctor Perales divesting herself of all right, title, and interest in said real property. Said property is valued at approximately $20,000 and has at the time of this agreement a mortgage encumbrance in the amount of $2,805.84 and Doctor Perales agrees to hold Mrs. Perales harmless with regard to any mortgage payments, taxes, and ininsurance on this real property.

It is understood by and between the parties that the parties agree to convey their interest in the aforementioned properties as specified upon the signing of this agreement and to execute all deeds and necessary papers to accomplish the conveyance of said properties simultaneously with execution of this agreement.

3. It is agreed by and between the parties that the furnishings of the home located on Berwick Trail will remain with the home, together with all outside appliances located at the home and used for the maintenance of said homeplace and that these said furnishings and fixtures shall

become the sole and separate property of Mrs. Perales.

4. It is agreed that the parties hereto will file a joint income tax return for the calendar year of 1974 and that Mrs. Perales will supply such reasonable information in her possession and such cooperation that is necessary for its preparation. Doctor Perales agrees to hold her harmless on any liability attached to said income tax filings with the Internal Revenue Service or Treasury Department for the United States of America.

5. It is understood and agreed by and between the parties that Mrs. Perales shall have absolute care, custody, and control of the minor children of the parties, to-wit: Sue Maria Perales, age 17, and Pedro Juan Perales, Jr., age 13, and that Doctor Perales shall have visitation rights at all reasonable times and places.

6. In the event during such times that Maggie Sue Perales may have the care and custody and control of one or both of the minor children of the parties, it is agreed that she will maintain a residence within 50 miles of Davidson County, Tennessee, during the minority of said children. In the event of her re-marriage, it is agreed that she will not attempt to have their names changed.

7. The parties agree that they will execute such necessary documents and instruments to absolutely convey certain motor vehicles.

(a) It is expressly agreed and understood between the parties that the 1974 Cadillac automobile will be the sole and separate property of Doctor Perales, together with a 1973 Dodge truck. Doctor Perales agrees to hold Mrs. Perales harmless on any encumbrances located on said motor vehicles. Mrs. Perales agrees to execute all instruments and documents to effectuate the transfer.

(b) It is expressly understood and agreed by and between the parties that Maggie Sue Perales shall have as her sole and separate automobile one 1973 Chrysler and Doctor Perales likewise agrees to execute all necessary documents to effectuate the change.

8. It is agreed that Doctor Perales shall pay all reasonable necessary medical and drug expenses incident to the care and welfare of the minor children for a period which they are in the absolute care, custody, and control of Mrs. Perales and/or attending a university for higher learning. Doctor Perales further agrees to pay all tuition incurred as a result of either of the two minor children attending a university for higher education.

9. Doctor Perales agrees to pay all mortgage notes on the Ford Mustage automobile presently driven by his minor daughter, Susan Maria Perales.

10. It is understood and agreed between the parties that Doctor Perales shall immediately become the primarily responsible person for the payment of all outstanding bills which the parties own at the time of the signing of this agreement; specifically, Doctor Perales agrees to pay Associates Capitol on the monthly note of $660.00 until said note is paid in full, holding Mrs. Perales harmless on all debts which the parties own singularly or jointly at the time of the signing of this agreement. It is expressly understood and agreed by the parties that so long as Doctor Perales pays the said child support for the benefit of the minor children of the parties he shall have said children as tax deductions for Federal tax purposes; specifically exempted from this is the car which is given to Mrs. Perales and the house on Berwick Trail.

11. It is agreed that in the event that a divorce is granted that this agreement or such portions thereof as may be appropriate will be submitted to the Court for incorporation in the decree entered in such proceedings.

12. It is further understood that this agreement is entered into by and between the parties here without any influence, fraud, coercion, or misrepresentation or for any reason not herein stated, and that the parties herein have negotiated this document by and between themselves and that said document has been reduced to writing by the attorney representing the Plaintiff but has been negotiated with the Honorable Luther E. Cantrell who represents Doctor Perales and that each party understands the context of the agreement and the legal ramifications associated with said agreement and acknowledges further that the legal ramifications have been explained to them by the respective attorneys and each party acknowledges that the agreement is fair and reasonable and is being entered into voluntarily.

13. It is agreed that Doctor Perales will pay Mrs. Perales' attorney, William L. Underhill, a fee in connection with his representation of her and for all services rendered in connection with the negotiation of this agreement and for any other services and expenses incurred or rendered by said William L. Underhill. It is expressly understood and agreed that William L. Underhill shall submit his time and expenses to the Court and the Court will award him a reasonable fee for his services.

14. This property settlement agreement shall become binding upon the parties to this agreement upon the Court approving same and shall become a part of the Final Decree and incorporated therein upon either party obtaining a divorce.

The parties hereto after consulting with their respective attorneys and/or personal advisors, having read this agreement and familiarizing themselves with the contents and their legal effect, have signed this agreement this 24th day of June, 1975, and said agreement is to be effective upon the signing thereof.

3. That the attorney representing the Plaintiff, William L. Underhill, shall be awarded a reasonable fee based upon his Independent Petition as further alimony to the Plaintiff in the amount of $7,500.00 and that the Defendant shall pay the costs in this cause for all of which let execution issue, if necessary.

E179311

IDENTIFICATION REFERENCE
AUG 2 36 PM '77
DAVIDSON COUNTY TENN.

S/
JUDGE
8-14-75

APPROVED FOR ENTRY:

AUG 27 MISC B* 12.00 * 12.00

William L. Underhill
214 Third Avenue North
Nashville, Tennessee 37201
Attorney for Plaintiff

I hereby certify that a copy of the foregoing Final Decree was mailed to Mr. Luther E. Cantrell, 1128 J.C. Bradford Building, Nashville, Tennessee 37219, this _____ day of August 1975.

William L. Underhill

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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* Maggie Sue Durham Pearales *Plaintiff, and* Pedro Juan Perales *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* 2 *day of* August *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.*