34a/241

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Map 120-14
Par. 112

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

WILLIAM JEFFERSON NEVELS, Plaintiff,	)	
VS.	)	NO. 86649
DOROTHY JEAN NEVELS, Defendant.	)	

FINAL ORDER OF ABSOLUTE DIVORCE

This cause came on to be heard on the 2nd day of August, 1977, before the Honorable Stephen North, Judge of the Fifth Circuit Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce filed by the Plaintiff in this cause, and default having been taken, an Order of Stipulation of Reconciliation having been entered and set aside, the testimony of the Plaintiff and his witnesses in open Court and the presentation of a Property Settlement, Custody and Support Agreement to the Court. From all of which the Court is of the opinion that the Defendant has been guilty of such cruel and inhuman treatment as renders cohabitation improper; and,

IT IS ORDERED that the Plaintiff, William Jefferson Nevels be and is hereby awarded an absolute divorce from Dorothy Jean Nevels and the parties are restored to all of the rights and privileges of unmarried persons; and,

IT IS FURTHER ORDERED that the Property Settlement, Custody and Support Agreement heretofore entered into by and between the parties and filed with the Court and made a part of this Order be and is hereby ratified and approved by the Court with certain exceptions as spelled out herein.

IT IS ORDERED that paragraph 8 and paragraph 4 of

the Property Settlement, Custody and Support Agreement heretofore adopted by the Court be, and the same are hereby modified by the Court to the following extent: It is ordered that the child support payments provided for in paragraph 8 of the Property Settlement, Custody and Support Agreement shall be paid as provided for in paragraph 8 into an escrow account for the benefit of the minor children of the parties. From said account, the Plaintiff shall pay any and all obligations which are not paid by the Defendant as provided for in paragraph 4 of said Agreement and any sums remaining in said account shall be turned over to the Defendant for the benefit of the minor children of the parties upon proper application having been made by her upon her return to the State of Tennessee. All further provisions of said Property Settlement, Custody and Support Agreement are hereby adopted by the Court and said Agreement is made a part of this Order as follows:

PROPERTY SETTLEMENT, CUSTODY AND SUPPORT AGREEMENT

This Agreement made and entered into this 28th day of March, 1977, by and between WILLIAM JEFFERSON NEVELS and DOROTHY JEAN NEVELS, both citizens and residents of Davidson County, Tennessee.

W I T N E S S E T H:

These parties were married on March 5, 1955, and four children have been born of this union, namely, Billy Wayne Nevels, Raymond Lee Nevels, Paul Eugene Nevels and Timothy Ray Nevels; and,

WHEREAS, the parties own certain real and personal property; and,

WHEREAS, certain differences have arisen between the parties to cause them to determine that they can no longer continue the marriage relationship and cohabit as man and wife and they are now living separate and apart from each other; and,

WHEREAS, it is the desire of both parties finally and for all time to determine and settle their property rights and all rights of support and maintenance of Dorothy Jean Nevels by William Jefferson Nevels, all dower and homestead rights,

all rights pertaining to the custody and support of the minor children of the parties, and all other rights of whatever description existing between the parties arising out of the marital relationship;

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, and based upon the information furnished by the parties at the time this Agreement is entered into, and upon which each party hereto relies, the parties agree as follows:

1. The parties agree that their real property and home located at 1315 Portview Drive, Nashville, Tennessee, will be vested solely in William Jefferson Nevels and any and all interest Dorothy Jean Nevels may have in said home and real property will be divested from her.

2. The parties acknowledge and agree that each individual party maintains individual checking and savings accounts with various banks. It is hereby agreed by the parties that any sums of money that they may have in their respective bank accounts shall become the sole property of each of the named owners of each account, and that the credit union account of William Jefferson Nevels shall be his solely.

3. The parties acknowledge and agree that they have divided their personal effects, including household furnishings in a manner mutually agreeable to the parties.

4. The parties agree that Dorothy Jean Nevels shall have ownership and possession of a 1974 Fleetwood Cadillac automobile subject to any indebtedness against said automobile and that William Jefferson Nevels will execute any and all documents and papers necessary to transfer said ownership to Dorothy Jean Nevels. Dorothy Jean Nevels will hold William Jefferson Nevels and his assets harmless from said indebtedness and agrees to indemnify him should he be liable for payments not made by her.

5. The parties agree that William Jefferson Nevels shall have ownership and possession of a 1977 Pickup Truck subject to any indebtedness against said Pickup Truck and that Dorothy Jean Nevels will execute any and all documents and papers necessary to transfer said ownership to William Jefferson Nevels. William Jefferson Nevels will hold Dorothy Jean Nevels and her assets harmless from said indebtedness and agrees to indemnify her should she be liable for payments not made by him.

6. The parties agree that Dorothy Jean Nevels shall have the care, custody and control of Paul Eugene Nevels and Timothy Ray Nevels, the minor children of the parties, it being understood that William Jefferson Nevels is to have liberal visitation privileges with the minor children of the parties.

7. William Jefferson Nevels will maintain the minor children of the parties on his present medical policy.

8. William Jefferson Nevels, commencing on the date of entry of an Order of Absolute Divorce between the parties shall be obligated to pay the sum of Twenty-Five ($25.00) Dollars per week, per child, as child support, to be paid directly to Dorothy Jean Nevels. Child support obligations shall cease without Order of any Court at such time as a minor

child reaches the age of 18 years, is otherwise emancipated or ceases to live with Dorothy Jean Nevels.

9. The parties are presently separated. Pending the entry of an Order of Absolute Divorce, William Jefferson Nevels agrees to pay to Dorothy Jean Nevels the sum of Twenty-Five ($25.00) Dollars per week, per child, as child support payments for the support of the minor children of the parties.

10. The parties agree with each other to execute any and all instruments, deeds, titles and those papers necessary to implement the terms of this Agreement.

11. Except as provided for herein, each party agrees that all debts not heretofore mentioned or provided for incurred by them and including taxes, if any, owed by them, will be paid by them and they agree to hold the other party and all of their assets harmless from any such obligations.

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns, and the parties recognize that Paul Eugene Nevels and Timothy Ray Nevels are third party beneficiaries to this Agreement.

13. It is understood and agreed by and between the parties that this Property Settlement, Custody and Support agreement is entered into without undue influence or coercion or misrepresentation or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each of the parties acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

14. William Jefferson Nevels agrees to pay Court costs in this cause.

IN WITNESS WHEREOF, the parties, having read this instrument, having had the opportunity to discuss it with counsel, and familiarized themselves with its contents, signed and executed this instrument on the day and date above written.

/s/ Dorothy Jean Nevels
DOROTHY JEAN NEVELS

/s/ William Jefferson Nevels
WILLIAM JEFFERSON NEVELS

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Susan A. Norton, a Notary Public in and for said County and State, DOROTHY JEAN NEVELS, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within Property Settlement, Custody and Support Agreement for the purposes therein contained.

/s/ Dorothy Jean Nevels
DOROTHY JEAN NEVELS

WITNESS my hand and official seal at Nashville, Tennessee, this 28th day of March, 1977.

/s/ Susan A. Norton
NOTARY PUBLIC

My Commission Expires:

8/22/78

Enter this the 5th day of August, 1977.

STEPHEN NORTH, JUDGE

APPROVED FOR ENTRY:

BARKSDALE, WHALLEY, GILBERT & FRANK
Attorneys for Plaintiff.

BY: William L. Small
WILLIAM L. SMALL
Seventh Floor
Third National Bank Building
Nashville, Tennessee 37219
Telephone: (615) 244-0020

CERTIFICATE OF SERVICE

The undersigned certifies that a true and exact copy of the foregoing Final Order of Absolute Divorce has been forwarded to Dorothy Jean Nevels by Certified Mail, Return Receipt Requested, on this the 4 day of August, 1977.

William L. Small
WILLIAM L. SMALL

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IDENTIF. REFERENCE

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DAVIDSON COUNTY, TENN.

SEP 26 F MISC B* 10.00 * 10.00

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* WILLIAM JEFFERSON NEVELS *Plaintiff, and* DOROTHY JEAN NEVELS *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* 26 *day of* SEPTEMBER *in the year one thousand nine hundred and* seventy-seven *and in the* 202nd. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By June Smith, *D. C.*

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