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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

GLORIA LYNN KAYLOR]

-vs-] NO. 81052

DONALD LEE KAYLOR]

FINAL DECREE

This cause came on to be heard on the 29th day of March, 1976 before the Honorable Benson Trimble, Judge, upon the petition for absolute divorce filed by Gloria Lynn Kaylor, answer and cross-bill filed by defendant, Donald Lee Kaylor, subsequent agreement of the parties to allow this matter to be tried as a non-contested divorce, submission to the Court of a property settlement agreement, testimony of complainant and her two corroborative witnesses, statement of counsel in open court and from the entire record in this cause. From all of which the Court finds that the defendant has been guilty of such cruel and inhuman treatment or conduct toward complainant as renders further cohabitation unsafe and improper.

It is therefore ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved and the complainant, Gloria Lynn Kaylor, is granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED AND DECREED that the cross-petition for absolute divorce filed by Donald Lee Kaylor, is hereby dismissed.

It is further ORDERED, ADJUDGED AND DECREED that the property settlement agreement heretofore signed by the parties and submitted to the Court for approval is approved in all respects and made a part of this decree, by inclusion, 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 GLORIA LYNN KAYLOR, hereinafter called Wife, against DONALD LEE KAYLOR, hereinafter called Husband, under Docket No. 81052, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a property settlement agreement and tender same to the Court for approval in the event a decree of divorce is granted in this cause, and

WHEREAS, these parties have been advised of their respective rights and responsibilities, one to the other, by their attorneys.

NOW, THEREFORE, in consideration of $1.00 cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do agree as follows:

(1) That Wife will proceed to trial on a non-contested basis.

(2) That custody of the four minor children of the parties, to-wit: Donald Lee Kaylor, Jr., Gloria Noreen Kaylor, Elizabeth Willeen Kaylor and Stephanie Ophelia Kaylor, shall be awarded to the Wife, with the right of reasonable visitation reserved to the Husband.

(3) All right, title and interest which the Wife has in and to the house and lot of the parties located at 345 Margo Lane, Nashville, Davidson County, Tennessee, shall be divested out of her and the sole and exclusive ownership shall be vested in the Husband; however, Wife and the minor children of the parties will be allowed to have the undisturbed possession of said home until such time as the minor children have all attained the age of eighteen (18) years, or until Wife remarries, or until Wife agrees to move from the house, whichever is the first event to occur. During the period of time which Wife and the children shall have exclusive right to occupy the house, the Husband will be responsible to pay the first and second mortgage notes on said home and he will also be responsible for all major repair and maintenance costs. Wife will be responsible to pay one-half of the electric, water and telephone bills, so long as she and the children are living in the home and Husband will pay the other one-half of said utility expenses. Wife will be required to submit the bills for the utilities to the Husband upon receipt of same each

month and Husband will be required to give Wife a check for his one-half portion in order that she may see that the bills are promptly paid. Husband agrees not to bother, disturb or interfere with Wife's possession of the home as aforementioned and he will have no right to occupy the premises without her permission.

(4) Husband agrees to hold Wife harmless and indemnify her from any responsibility on the first and second mortgages presently on their home.

(5) Husband agrees to pay $67.50 per week as child support, said payments to be made directly to the Wife, and to be due on Friday of each week.

(6) All right, title and interest which the Husband has in and to the household furniture, furnishings and household goods will be divested out of him and the sole and exclusive ownership of said personal property shall be awarded to the Wife.

(7) The 1932 pickup truck and one three-wheeler will be awarded to the Husband. The 1970 Mark III and one three-wheeler will be awarded to the Wife, it being her responsibility to pay the balance of indebtedness on her automobile.

(8) Husband agrees to accept full responsibility for paying all bills of the parties up until the time of the divorce, such as doctor bills, charge accounts, department store bills, etc., and to hold Wife harmless and indemnify her from any responsibility on said debts.

(9) Husband agrees to pay all medical expenses, that is, hospital, doctor and dental expenses for the minor children until they attain the age of eighteen (18) years.

(10) Husband agrees to pay Wife's solicitor of record, Robert L. Jackson, a total attorney fee of $250.00, along with the court costs.

Both parties agree to sign any and all documents, deeds, titles or instruments necessary to carry out the full purpose and intent of this agreement. Both parties agree that they have read this agreement in its entirety prior to signing and have signed same voluntarily, without coercion or duress.

WITNESS OUR HANDS, this 26th day of March, 1976 as to Wife, and the 19th day of March, 1976 as to Husband.

WIFE

ATTORNEY FOR WIFE

HUSBAND

ATTORNEY FOR HUSBAND

It is further ORDERED, ADJUDGED AND DECREED that complainant's solicitor of record, Robert L. Jackson, have and recover of the defendant a judgment for attorney fees in the amount of $250.00, along with the costs of this cause, for all of which execution may issue, if necessary.

JUDGE

4-1-76

APPROVED:

Attorney for Complainant

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of this pleading has been served upon counsel for all parties at interest in this cause by delivering a true copy of said pleading to the office of said counsel or placing a true copy of said pleading in the United States mail addressed to said counsel, on this the 2nd day of April 19 76.

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IDENTIF. REFERENCE

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FELIX Z. ROBINSON REGISTER
DAVIDSON COUNTY, TENN.

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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* Gloria Lynn Waylon *Plaintiff, and* Donald Lee Waylon *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* 6th *day of* December *in the year one thousand nine hundred and* Seventy-Seven *and in the* 202nd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Coker, *D. C.*

Form #GR-117