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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BRENDA GALE DORIS BAKER)
VS.) NO. 77255
LARRY CECIL BAKER)

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FINAL DECREE

This cause came on to be heard this 11th day of July, 1975, before the Honorable Robert L. Jackson, Special Judge for the Fourth Circuit Court for Davidson County, Tennessee, on Plaintiff's petition for absolute divorce, Judgment Pro Confesso entered against the Defendant, Interrogatories of the Plaintiff and two witnesses, original and amended Child Custody, Child Support and Property Settlement Agreement, in the entire record herein from all of which the Court is of the opinion that the Defendant has been guilty of such cruel and inhuman treatment as to render further cohabitation unsafe and improper, and that Plaintiff should be granted an absolute divorce from the Defendant and restored to all the rights and privileges of an unmarried person.

It is therefore, ORDERED that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved, that Plaintiff is granted an absolute divorce from the Defendant on the grounds of cruel and inhuman treatment, and that the parties herein are restored to all the rights and privileges of unmarried persons.

The Original and Supplemental Child Custody, Child Support and Property Settlement Agreement heretofore executed by the parties on December 27, 1974 and May 20, 1975, respectively, are approved and made the Order of this Court as hereafter set out:

CHILD CUSTODY, CHILD SUPPORT

AND

PROPERTY SETTLEMENT AGREEMENT

This Agreement, made and entered into this 27th day of December, 1974, by and between LARRY CECIL BAKER, hereinafter referred to as "Husband" and BRENDA GALE DORIS BAKER, hereinafter referred to as "Wife", 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 4th day of June, 1965, in Davidson County, Tennessee, and have one (1) minor child; namely, Steven Scott Baker, born December 1, 1970, 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 consideration of the premises and other good and valuable 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, Steven Scott Baker, shall remain in the care, custody and control of the wife, and the husband shall have the right to visit said child every weekend, two (2) weeks during the summer and other reasonable visitation privileges with said child.

3. Husband agrees to pay directly to wife, monthly child support in the amount of Two Hundred Fifty ($250) Dollars per month, payable on the first day of each month, beginning December 1, 1974. As additional child support, husband agrees to pay the school tuition for the child's education at "The Children's House" for the school year 1974/75, and each year thereafter, at the private school of wife's choice, until said child graduates from high school.

As additional child support, husband agrees to furnish hospitalization insurance for said child, and to pay any and all medical and dental expenses not covered by said hospitalization insurance. The parties agree that husband may claim the child as his exemption for income tax purposes.

4. The parties agree that all husband's right, title and interest in the real estate owned by the parties jointly, and located at 3350 Green Ridge Drive, Nashville, Tennessee, is hereby divested out of the husband and vested wholly in the wife, and the wife shall, effective December 1, 1974, assume the balance of the mortgage on said real estate to Lomas and Nettleton Company.

5. The parties agree that all of the household furnishings, furniture, appliances and other household goods, with the exception of husband's personal effects, which are presently located at the residence of the parties, 3350 Green Ridge Drive, Nashville, Tennessee, shall become the property of the wife, and husband agrees to waive any rights of ownership therein. In addition, all right, title and interest of husband in the 1967 Pontiac automobile, owned by husband, shall be divested out of him and vested wholly in the wife.

6. Husband agrees to pay directly to wife permanent alimony in the amount of Two Hundred Fifty ($250) Dollars per month, payable on the first day of each month, beginning December 1, 1974.

7. The parties agree that child support and alimony may be altered, if necessary by a change in the financial status of the parties.

8. Husband agrees to pay all outstanding bills incurred by the parties during their marriage, prior to December 1, 1974, including the loan from Commerce Union Bank, the proceeds of which were used by husband in his business. Husband further agrees to hold wife harmless on all the indebtedness aforesaid, and should she be required to pay, husband agrees to indemnify her.

9. Husband agrees that effective immediately, the minor child of the parties shall be the beneficiary under the insurance policies on husband's life, amounting to Fifty Thousand ($50,000) Dollars, the insuror being Aetna Life and Casualty Insurance Company. Wife agrees to pay the premiums on said policy, and husband agrees that he will not draw any of the cas values accumlated in said policies.

10. Husband agrees that he will make available to the child a college education, at the college of the child's choice, should said child desire a college education.

11. Husband agrees to pay H. Stanley Allen, Jr., wife's attorney, an attorney's fee of Three Hundred Fifty ($350) Dollars.

12. The parties agree to execute any and all documents necessary to transfer title to the property herein conveyed, or to otherwise comply with the terms of this agreement.

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

14. Wife acknowledges that the provisions of this Agreement are fair, adequate and satisfactory to her and accepts these provisions in full satisfaction of all marital obligations of the husband and, except as herein provided, waives any right of support or maintenance by the husband and any other right which she might have against him or his estate by reason of the marriage relationship between the parties.

15. This Agreement is not intended, nor shall it be construed to be an Agreement for divorce, and the other party shall have the right to appear in Court and contest the pending proceedings. The parties agree that this Agreement may be submitted for

approval by the Court and made a part of the final decree of divorce.

16. This Agreement shall be binding upon the parties, their heirs, legal representatives and assigns only if approved by the Court.

IN WITNESS WHEREOF, the parties have executed this Agreement in four (4) copies on the day and date first above written.

/s/ LARRY CECIL BAKER

/s/ BRENDA GALE DORIS BAKER

SUPPLEMENTAL

CHILD CUSTODY, CHILD SUPPORT

AND

PROPERTY SETTLEMENT AGREEMENT

This Supplemental Agreement, made and entered into this 20th day of May, 1975, by and between LARRY CECIL BAKER, husband and BRENDA GALE DORIS BAKER, wife, is a Supplemental Agreement to the Child Custody, Child Support and Property Settlement Agreement of December 27, 1974, and should the two agreements conflict, this agreement shall be controlling.

The parties agree as follows:

1. At the end of Section (7) and before (8) of said agreement dated December 27, 1974, should appear the following: "The parties agree that should the wife remarry, that child support payable directly to the wife shall be reduced to $175.00 per month, and each month thereafter, husband shall deposit in a trust fund account for said minor child the sum of $75.00. Said trust fund shall be used for medical expenses, education or emergency expenses for said minor child. Upon the child reaching age eighteen (18), if said funds has not been expended, the proceeds shall be payable directly to the child.

IN WITNESS WHEREOF, the parties have executed this agreement in four (4) copies on the day and date first above written.

/s/ LARRY CECIL BAKER

/s/ BRENDA GALE DORIS BAKER

The Defendant shall pay the costs of this cause, for which let execution issue if necessary.

Enter this _____ day of July, 1975.

Enter This 21 Day of JUL 1975

Robert L. Taylor

JUDGE

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APPROVED FOR ENTRY:

ATTORNEY FOR PLAINTIFF
H. STANLEY ALLEN, JR.

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← REFERENCE

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FELIX Z. ... REGISTER
DAVIDSON COUNTY, TENN.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and exact copy of this pleading has been served upon counsel for all parties at interest in this cause by delivering a true and exact copy of said pleading to the office of said counsel or placing a true and exact copy of said pleading in the United States Mail addressed to said counsel at his office, with sufficient postage thereupon to carry the same to its destination.

This the 17 day of July, 1975

By:

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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* BRENDA GALE DORIS BAKER *Plaintiff, and* LARRY CECIL BAKER *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* 26th *day of* JANUARY *in the year one thousand nine hundred and* SEVENTY-SEVEN *and in the* 202nd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By H Douglass, *D. C.*