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BOOK 5276 PAGE 238

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

PATRICIA DEAN WILSON)
)
)
vs.) No. 79943
)
)
RICHMOND GRAY WILSON)

APR 21 MISC B* 10.00 * 10.00

FINAL DECREE

This cause came on to be heard n the 25th day of January 1977 before the Honorable Stephen North, Judge of the Fifth Circuit Court for Davidson County, Tennessee, upon the original Complaint, Amended and Supplemental Complaint, signed Property Settlement AGreement, default judgment, and witnesses heard in open court, from all of which the Court finds 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 Property Settlement Agreement prepared by the attorney for the Plaintiff which was reviewed and read in open court is hereby approved and incorporated in the Decree.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff be granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Property Settlement Agreement entered in this cause is approved by the Court and is hereby copied verbatim:

> This Agreement is made and executed this 20 day of November 1976 by and between PATRICIA DEAN WILSON (hereinafter called "Wife") and RICHMOND GRAY WILSON (hereinafter called "Husband"), both residents of the County of Davidson, State of Tennessee.
>
> WITNESSETH:
>
> WHEREAS, said parties have heretofore been and now are lawfully married and have three children born into this marriage, to-wit, Gina Annette Wilson, Mechele Jaceyn Wilson, and Jeffery Scott Wilson; and

WHEREAS, unhappy differences have arisen between the parties to this agreement and the parties hereto firmly and fully believe that it is necessary for them to live separately and apart; and

WHEREAS, the Wife has commenced an action for divorce in the Circuit Court for Davidson County, Tennessee; and

WHEREAS, the parties firmly believe that it is in the best interest of all concerned that they forever and perpetually resolve all property rights and all other matters related to their marital relations;

NOW, THEREFORE, the said parties, for and in consideration of the acts and things herein respectfully agreed by them to be done and performed, do mutually agree each with the other as follows:

1. The Wife shall have the full custody, care, and control of the minor children of the parties, to-wit, Gina Annette Wilson, Mechele Jaceyn Wilson, and Jeffery Scott Wilson, and Husband shall have visitation rights with the said children at all reasonable times and places so long as he does not appear for his visitation privileges while drinking intoxicating beverages or having previously consumed alcoholic beverages or in a state of intoxication.

2. Husband agrees to pay child support payments to the Wife in the amount of $550.00 per month. The Husband shall be allowed to retain for income tax purposes the deductions on Gina Annette Wilson and Mechele Jaceyn Wilson; and Wife shall retain Jeffery Scott Wilson as an Internal Revenue deduction for her income tax purposes. Said child support payments will be made directly to the Wife on the first day of each month commencing September 1, 1976, and each month thereafter until further orders of the Court.

It is further agreed by and between the parties that the amount of child support is based upon the Defendant's income of $1,000.00 per month at his place of employment, that being Rivergate Datsun Automobile Sales, plus a commission of an undetermined amount, it appearing that the Defendant has not worked at the job for a sufficient period of time to establish the amount of the commissions he will receive. Both parties agree by the signing of this Property Settlement Agreement that the child support is not sufficient to maintain the children in the style in which the Defendant had previously maintained this family due to his change of circumstances by virtue of his employment. It is further agreed by and between the parties that the Defendant's income is based upon commissions in the amount of 25% of the profit made by his employer for each car he sells and 10% of the profit for the overall distributorship paid monthly. The Defendant further agrees to pay as monthly child support an amount of 25% of his monthly commissions on any monies earned above $1,200 per month received by him.

3. Wife shall be awarded as alimony in futuro the sum of $50.00 per month to commence on the 1st day of November 1976 and to continue each month

thereafter until further orders of the Court.

4. Wife shall be awarded and shall have as her sole and separate property all the household furnishings located at 2023 Hickory Hills Drive, Hermitage, Tennessee, and Husband agrees to remove himself and all of his belongings by October 15, 1976, from the home of the parties. The parties agree that the home and the real estate located at 2023 Hickory Hills Drive, Hermitage, Tennessee, shall become the sole and separate property of the Plaintiff and that all right, title, and interest in said real property shall be divested out of Defendant and vested in Plaintiff and Defendant agrees to execute a quitclaim deed to the Plaintiff. The parties further agree that at the present time there is approximately $30,000.00 in equity in this home and there is a first mortgage in the amount of approximately $22,000.00 and Plaintiff agrees to pay the unpaid balance of the mortgage on the real property. Said quitclaim deed shall reserve a right in the Defendant that in the event Plaintiff sells the house Defendant would receive one-half of the equity after payment of the expenses of sale, not to exceed $15,000.00. The Defendant agrees to pay the second mortgage on the house to Associates Capital, said payment being approximately $119.00 per month, and Defendant agrees to hold Plaintiff harmless on said note.

5. It is agreed by and between the parties that the 1970 Cutlass Oldsmobile automobile shall be titled in Wife's name and become her sole and separate property with all right, title, and interest being divested out of the Husband and Husband further agrees to furnish a new automobile to the Wife at which time or times as the Wife determines the 1970 Cutlass Oldsmobile shall no longer be serviceable as a family automobile and so notifies the Husband. Said new automobile shall be comparable to an Oldsmobile Cutlass automobile or such type automobile as the parties may agree upon.

6. It is agreed by and between the parties that the Husband has in force approximately $100,000.00 worth of life insurance. The Husband shall execute an irrevocable beneficiary form or forms to the appropriate insurance companies where he maintains life insurance making the Wife the irrevocable beneficiary of $25,000.00 of the life insurance and the three children the secondary irrevocable beneficiaries for that amount of money. Husband further agrees to make the children the irrevocable beneficiaries of the remaining death benefits of his insurance policies. Husband agrees to tender these irrevocable beneficiary forms to the Wife upon the signing of this Property Settlement Agreement.

7. Husband shall maintain in full force and effect hospitalization insurance sufficient to cover all medical and dental bills on the aforesaid children and agrees to be responsible for all their medical and dental expenses.

8. Husband agrees to assume the following indebtednesses and hold the Plaintiff harmless for the payment of these hereinafter:

Associates Capital, $119.00 per month, second mortgage on house

United American Bank, $1,000.00, paid at $98.00 per month

J. C. Penney's

Cain-Sloan

Wife agrees not to charge any further bills to the credit of the Husband subsequent to the signing of this Property Settlement AGreement, and Wife agrees to pay the quarterly premium on the life insurance on the Husband for the decreasing term insurance which will pay off the mortgage in the event of the Husband's death.

9. All of the provisions of this agreement may be entered as a part of the Final Decree of divorce if and when granted and are enforceable under said Decree. If the divorce is not granted by the Court at a proper hearing, this Agreement will terminate and become null and void at that time.

IN WITNESS WHEREOF, the parties have set their hands to this Property Settlement AGreement in duplicate originals, one of which shall be retained by each of the parties, on the day and date first above written.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the legal description of the property in Item 4 of the Property Settlement Agreement is described as follows:

Land in Davidson County, Tennessee, being Lot No. 42 on the Plan of Stones River Estates, Section I, as of record in Book 2900, page 139, Register's Office for said County.

Said Lot No. 42 fronts 127.90 feet on the southerly side of Hickory Hill Lane and extends back 221 feet on the westerly line and 221.57 feet on the easterly line to a line in the rear, which measures 149.23 feet thereon.

Being the same property conveyed to Richmond Gray Wilson and Wife, Patricia D. Wilson by deed from F. E. Stratton, Jr., and Wife, Bettie S. Stratton of record in Book 4253, page 778, Register's Office for Davidson County, Tennessee.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the attorney of record be awarded an attorney's fee in the amount of $500.00 as further alimony to the Plaintiff and the

costs of this cause be taxed to the Defendant, for all of which let execution issue, if necessary.

Entered this 26th day of January 1977.

JUDGE

APPROVED FOR ENTRY:

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

I hereby certify that a copy of the foregoing Final Decree has been mailed to Mr. Richmond Wilson, c/o Rivergate Datsun, Gallatin Road, Madison, Tennessee, this 25th day of January 1977.

William L. Underhill

E.G. 1-1-2-3

IDENTIF. REFERENCE

APR 21 12 15 PM '78

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

1-26-77

33A/300

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~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Patricia Dean Wilson *Plaintiff, and* Richard Gray Wilson *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* 21st *day of* Apr. *in the year one thousand nine hundred and* 78 *and in the* 202nd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L. Roper, *D. C.*

Form #GR-117