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ALICE RUTH THOMAS ATKINS	)	IN THE THIRD CIRCUIT COURT
	)	
VS. FILE NO. 90527	)	AT NASHVILLE, TENNESSEE
	)	
GEORGE RICHARD ATKINS	)	

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on May 1, 1978 before the Honorable Joe C. Loser, Jr., Judge, holding the Third Circuit Court of Davidson County, Tennessee, at Nashville, upon plaintiff's Complaint for Absolute Divorce, personal service of process on the defendant, default judgment heretofore entered in this cause against the defendant, testimony of the plaintiff, statement of counsel and the entire record; and it appearing to the satisfaction of this Court that the Complaint for Absolute Divorce herein has been on file for more than ninety days, the parties hereto being the parents of minor children; that there are irreconcilable differences between plaintiff and defendant; that the parties have made adequate and sufficient provision by written Agreement for the custody and maintenance of their children and for the equitable settlement of their property rights; and that the plaintiff should be awarded an Absolute Divorce from defendant; wherefore,

It is accordingly ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore subsisting between plaintiff and defendant be, and they are hereby, forever and perpetually dissolved; that plaintiff, Alice Ruth Thomas Atkins, be, and she is hereby, awarded an Absolute Divorce from the defendant, George Richard Atkins; and that said plaintiff be, and she is hereby, restored to all of the rights and privileges of an unmarried person.

And it appearing as above indicated, that the parties have executed a Property Settlement Agreement making adequate and sufficient provision for the custody and maintenance of their minor children and for the equitable settlement of their property rights; and it further appearing that said Property Settlement Agreement, which is in words and figures as follows:

"PROPERTY SETTLEMENT AGREEMENT

This Agreement, made and entered into on this 26th day of April, 1978, by and between ALICE RUTH THOMAS ATKINS, hereinafter called "WIFE", and GEORGE RICHARD ATKINS, hereinafter called "HUSBAND", both of whom are residents of Nashville, Davidson County, Tennessee.

W I T N E S S E T H:

Whereas, the parties hereto have been married since July 7, 1951 and have two children, namely, Jeffry Richard Atkins, who was born on May 3, 1961, and Stacy Allyson Atkins, who was born on January 3, 1964;

Whereas, certain irreconcilable differences and difficulties have arisen between WIFE and HUSBAND and they now live apart from each other without any expectation of resuming their marital relationship;

Whereas, WIFE has initiated a divorce action against HUSBAND which is presently pending in the Third Circuit Court of Davidson County, Tennessee, under file number 90527;

Whereas, WIFE and HUSBAND desire to enter into this Agreement, providing for an equitable settlement and a division of their property, periodic alimony and child support for WIFE and the children of the parties, respectively, alimony in solido for WIFE and custody of the children with appropriate visitation privileges for WIFE and HUSBAND, respectively, at reasonable times and places; and,

Whereas, both parties hereto desire to reduce their Agreement to writing, with the understanding that the same will be presented for final approval to the Court having jurisdiction of said divorce proceeding at the time of the final hearing thereof;

Now, therefore, for and in consideration of the premises and other good and valuable consideration, it is mutually agreed by and between WIFE and HUSBAND as follows:

1. HUSBAND shall have the custody of the minor son of the parties with WIFE to have visitation privileges with said child at reasonable times and places; WIFE shall have custody of the minor daughter of the parties with HUSBAND to have visitation privileges with said child

at reasonable times and places; and HUSBAND shall be solely responsible for the support and maintenance of said minor son.

2. HUSBAND shall be divested of all of his right, title and interest in and to the residence of the parties, located at 3819 East Ridge Drive, Nashville, Davidson County, Tennessee, 37211, and all right, title and interest in and to said property, a legal description of which is set forth hereinbelow, shall be vested in WIFE, as her sole and separate property in fee simple absolute, subject to any outstanding indebtedness thereon, which shall be assumed by WIFE who shall hold HUSBAND harmless thereon.

Said property is more particularly described as follows:

Land in Davidson County, State of Tennessee, being Lot No. 17 on the Plan of Murray Heights, as of record in Book 2663, page 37, Register's Office for said County, described as follows:

BEGINNING at a point in the westerly margin of East Ridge Drive at the corner of Lots No. 16 and 17; thence with the line between said lots, westwardly 220.48 feet to a point; thence northwardly 60 feet to a point in the southerly margin of Willard Drive; thence with the margin of the same eastwardly 207.84 feet to a point at the beginning of a curve; thence around said curve southeastwardly 42.29 feet to a point in the westerly margin of East Ridge Drive; thence with the margin of the same southwardly 63.92 feet to the beginning.

Being part of the property conveyed to Ridgeview Homes Co., a Tennessee Corporation, by two deeds, one from B. & G. Homes, Incorporated, of record in Book 2703, page 95; and the other from Nolensville Realty Co., of record in Book 2707, page 22; said Register's Office.

And being also the same property conveyed to George R. Atkins and wife, Alice T. Atkins (also known as Alice Ruth Thomas Atkins), by deed from Ridgeview Homes Co., of record in Book 2751, page 519, said Register's Office.

3. HUSBAND shall have as his sole and separate property, free from any claim thereon by WIFE, the following items: a 1974 Chevrolet pickup truck, a 1974 Plymouth Duster automobile, a Yamaha 250 motorcycle and a certain boat and trailer along with any items related to or composing the foregoing vehicles and boat and trailer.

4. HUSBAND shall have as his sole and separate property, a certain shed located on the property which is described above and which is located at 3819 East Ridge Drive, Nashville, Tennessee, 37211, with the responsibility in said HUSBAND to remove said shed from said property within a reasonable period of time following the approval of this Agreement and he shall have the further responsibility to dismantle and remove all construction incidental to said shed and haul same away from said property.

5. HUSBAND and WIFE will divide a joint savings account totalling $10,627.40 with each party to have one-half thereof; and same, when divided, shall become the sole and separate property of each, free from any claim thereon by the other.

6. HUSBAND shall have as his sole and separate property, free from any claim thereon by WIFE, all common and/or preferred stock in T.R.I., Inc., as well as all assets in Jesta Plastics, with the responsibility in said HUSBAND to be responsible for any and all debts pertaining to said Jesta Plastics.

7. HUSBAND shall pay to WIFE, as support and maintenance for the minor daughter of the parties the monthly sum of $225.00 until said child attains the age of eighteen years; and he shall pay to WIFE the monthly sum of $25.00 as periodic alimony so long as WIFE lives and remains unmarried, said periodic alimony to increase as of the time when said daughter attains her majority, provided WIFE remains unmarried.

8. WIFE shall have as her sole and separate property a certain 1974 Plymouth Scamp automobile and HUSBAND shall do any and all acts necessary to effectuate the transfer of title to said automobile to WIFE and she, likewise, shall do any and all acts necessary, if appropriate, to transfer title to HUSBAND in regard to the items set out in paragraph 3 above.

9. HUSBAND and WIFE agree to divide on a reasonable and equitable basis all household goods, furniture, furnishings and other effects; and those items selected by WIFE from said categories shall become her sole and separate property free from any claim thereon by HUSBAND, and, likewise, those items selected by HUSBAND from all of said categories shall become his sole and separate property, free from any claim thereon by WIFE.

10. HUSBAND and WIFE mutually agree to do any and all acts necessary to carry out the provisions of this Agreement.

11. HUSBAND shall have the right to declare his daughter as a dependent, and thus exemption, for U.S. Income Tax purposes.

12. WIFE agrees to pay the fees of her attorney and HUSBAND agrees to pay the Court costs incident to the divorce proceeding referred to hereinabove.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date above set forth.

S/ ALICE RUTH THOMAS ATKINS
WIFE

WITNESS AS TO WIFE:

S/ TOM H. PROCTOR, JR.

S/ GEORGE RICHARD ATKINS
HUSBAND

WITNESS AS TO HUSBAND:

S/ B.J. BASS"

is fair, reasonable and equitable; and that said Agreement should be approved in its entirety and made the judgment of this Court; wherefore,

It is accordingly ORDERED, ADJUDGED and DECREED that the Property Settlement Agreement, executed by the parties and set forth hereinabove in verbatim form, is hereby approved and made the judgment of this Court in its entirety in the same fashion as if each and every part thereof were separately adjudicated and decreed.

It is further ORDERED, ADJUDGED and DECREED that all right, title and interest of defendant, George Richard Atkins (also known as George R. Atkins), in and to the improved real property which is hereinabove described in detail, and also described briefly as 3819 East Ridge Drive, Nashville, Tennessee, 37211, be, and the same is hereby, divested out of him and all right, title and interest in and to said improved real property located as aforesaid, be, and the same is hereby, vested entirely and in fee simple absolute in Alice T. Atkins, plaintiff, also

known as Alice Ruth Thomas Atkins, as her sole and separate property, free from any claim thereon by defendant, but subject to any outstanding encumbrances which shall be assumed by plaintiff who will hold defendant harmless thereon.

The defendant will pay the costs of this cause for which, as well as for all other monetary entitlements, execution may issue if necessary.

Enter on this 1 day of May, 1978.

s/ Joe C. Loser, Jr.
JUDGE

5-1-78

APPROVED FOR ENTRY:

Tom H. Proctor, Jr.
TOM H. PROCTOR, JR.
ATTORNEY FOR PLAINTIFF
1133 Stahlman Building
Nashville, Tennessee 37201

CERTIFICATE

I, Tom H. Proctor, Jr., do hereby certify that a copy of the foregoing Final Decree of Absolute Divorce is being forwarded by U.S. Mail, postage prepaid, on this 1st day of May, 1978 to Mr. George Richard Atkins, defendant, at his present residence address which is Apartment H-21, Whispering Hills Apartments, 570 McMurray Drive, Nashville, Tennessee, 37211.

Tom H. Proctor, Jr.
TOM H. PROCTOR, JR., ATTORNEY

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IDENTIF. REFERENCE

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FELIX Z. WILSON JR. 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~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* ~~Alice Ruth Thomas Atkins~~ *Plaintiff, and* George Richard Atkins *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* June *in the year one thousand nine hundred and* seventy-eight *and in the* 202nd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*

Form #GR-117