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Map 105-13
Par- 13 Jy

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

4-17-78
14413/1559

WILLIAM L. WELLER, V, Complainant	)	
vs.	)	No. 86336
KAY (HONAKER) WELLER, Defendant	)	

FINAL DECREE OF ABSOLUTE DIVORCE

JUL 14 MISC B* 6.00 * 6.00

This cause came to be heard on April 10, 1978, before the Honorable Robert E. Lillard, Circuit Judge, upon the original Complaint, the amended complaint, a default judgment previously entered, the sworn testimony of complainant in open court, statement of counsel, and the entire record of this cause, from which the Court finds that irreconcilable differences exist within the parties' marriage and that complainant is entitled to an absolute divorce.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that complainant be, and hereby is, granted an absolute divorce and that the parties be returned to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED that the Settlement Agreement signed by complainant and defendant and submitted to the Court by complainant be approved and fully incorporated into this Decree, to wit:

> This agreement is made between William L. Weller and Kay (Honaker) Weller.
>
> These parties have been married since June 13, 1964 and there has been born of this marriage three minor children, Karen Erlene Weller, Derek Henry Weller, and William Thomas Weller.
>
> Certain differences and difficulties have arisen between the parties which are irreconcilable and they have no expectation of resuming their marital relationship, and;
>
> THE PARTIES desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable manner, such that said divorce shall proceed on the grounds of irreconcilable differences.

THEREFORE, in consideration of the mutual promises, covenants, and undertakings, hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. MINOR CHILDREN. Because both parties live in Davidson County, the children shall live on alternate weeks with their mother or father; such an arrangement will allow the children to be together and is specifically for their benefit. Said arrangement will not require any interruption in the education of the children. If, in the future, either party leaves Davidson County, then a new agreement with regard to child custody and visitation will be entered into.

2. CHILD SUPPORT. Each party to this agreement will be responsible for supporting the minor children while those children live with the party. In addition, William Weller, will maintain hospitalization insurance for the minor children.

3. PERSONAL PROPERTY. Both parties are entitled to the personal property acquired before marriage. Each party will retain personal property which he or she has purchased individually since the marriage. In addition, both parties agree that all other joint personal property has been already divided on equitable basis.

4. REAL PROPERTY. The parties understand and agree that they own jointly the fee title to a home and property located at 1402 Ashwood Avenue, Davidson County, Nashville, Tennessee. It is agreed that Kay (Honaker) Weller shall receive all interest, right, and title to this property and that she will have the right to maintain or dispose of it as she sees fit.

The parties own no other real property.

5. DEBTS. The parties agree that each will be responsible for the debts which he or she has contracted. That to the best of the parties' knowledge, there are no joint debts presently outstanding.

6. COURT COSTS. William Weller will be responsible for court costs arising from this action.

The parties desire that this agreement be incorporated as part of any final decree of divorce that may hereafter be entered in the Circuit Court of Davidson County or in any other court having appropriate jurisdiction, and to that end agree that it shall be submitted to the court for its ratification and approval.

This agreement constitutes the entire understanding of the parties. There are no representations or warranties other than those expressly herein set forth.

It is understood and agreed by the parties that this agreement is entered into without any undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated. The provisions of this agreement are fully understood by each of the parties, and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily.

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Costs of this action will be taxed to complainant, for which execution may issue.

This the 17 day of April, 1978.

ROBERT E. LILLARD
CIRCUIT JUDGE

Prepared by:

David Kozlowski
DAVID KOZLOWSKI
Attorney for Complainant

IDENTIF. REFERENCE
Jul 14 3 08 PM '78
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.
E7 6 8 4 7

C E R T I F I C A T E

I certify that a copy of this Final Decree of Absolute Divorce was mailed to defendant at her last known address on this the 14th day of April, 1978.

David Kozlowski
DAVID KOZLOWSKI

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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* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* William L. Weller, V. *Plaintiff, and* Kay (Honaker) Weller *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* 14th *day of* July *in the year one thousand nine hundred and* seventy-eight *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By G. Knight, *D. C.*

Form #GR-117