BOOK 5322 PAGE 408

7-21-78
113C/1753

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

MAP 147-14
Parcel-10

BETTY ANN (HUNTER) PAUL, Complainant,	)	
-vs-	)	CIVIL ACTION No. 91551
MONROE ANDREW PAUL, Defendant,	)	

FINAL DECREE OF ABSOLUTE DIVORCE

AUG-8 MISC B* 12.00 * 12.00

This cause came on to be heard on the 20th day of July, 1978 before the Honorable Joe C. Loser, Jr., Judge of the Third Circuit Court for Davidson County, Tennessee, upon the complaint, personal service having been had upon defendant, default judgment duly taken against defendant, upon a property settlement, child custody and visitation agreement submitted to the Court for approval, upon the testimony in open Court of the complainant, and upon statement of Counsel.

From all of which, it appears to the Court that the allegations of the original complaint are sustained by the proof and that the parties have irreconcilable differences in their marriage and that the property settlement, child custody, and visitation agreement of the parties should be approved as written. It is, therefore,

ORDERED, ADJUDGED AND DECREED by the Court that an Absolute Divorce be and the same is hereby awarded to the Complainant, BETTY ANN (HUNTER) PAUL, and she is restored to all the rights and privileges of an unmarried person and that the bonds of matrimony heretofore existing between Complainant and Defendant are hereby dissolved. It is, further,

ORDERED, ADJUDGED AND DECREED by the Court that the complainant, BETTY ANN (HUNTER) PAUL, be and is hereby awarded the Absolute custody and control of the parties' minor child, CASEY REBECCA PAUL, with rights in the defendant to visit at reasonable times and reasonable places. It is, further,

ORDERED, ADJUDGED, AND DECREED by the Court the property settlement agreement of the parties, a copy of which is attached hereto and is incorporated herein by reference verbatim, be and the same is hereby approved and made the Order of the Court. It is, further,

ORDERED, ADJUDGED AND DECREED by the Court that the defendant, MONROE ANDREW PAUL, shall pay the cost of this cause.

For any and all of which let execution issue if necessary.

ENTER this the ____ day of _____, 1978.

HONORABLE JOE C. LOSER, JR., JUDGE

7/21/78

APPROVED FOR ENTRY:

James T. McMillen
Solicitor for Complainant

Enter This 21 Day of July, 1978

cc: Monroe Andrew Paul
189 Old Hickory Boulevard No. I-3
Jackson, Tennessee

1-21-70 113C/1755

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

1970 MAY 19 PM 12:52

BETTY ANN (HUNTER) PAUL,

Complainant,

-vs-

MONROE ANDREW PAUL,

Defendant.

CIVIL ACTION

No. 91551

CHILD CUSTODY AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into by and between BETTY ANN (HUNTER) PAUL, hereinafter referred to as "wife", and MONROE ANDREW PAUL, hereinafter referred to as "husband", both parties being residents of the State of Tennessee.

WITNESSTH:

WHEREAS, the parties hereunto have been married for approximately Eight (8) years and have one child, CASEY REBECCA PAUL, age fifteen (15) months, who was born during their marriage; and,

WHEREAS, certain differences and difficulties have arrisen between the parties and they now live separate and apart from each other, and have no expectation of resuming their marital relationship; and,

WHEREAS, the wife has instituted divorce proceedings against the husband in the Circuit Court for Davidson County, Tennessee; and,

WHEREAS, the parties have acquired certain real and personal property and they desire to enter into an Agreement respecting custody, control, support, maintenance and visitation of their child; and,

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, it is mutually understood and agreed by and between husband and wife as follows:

1. They shall live separate and apart from each other and neither shall harrass or interfere with the other in any manner or any way.

2. It is understood and agreed that the wife shall have exclusive custody and control of the minor child of the parties with

the husband to have visitation at reasonable times and reasonable places.

3. It is understood and agreed by the parties that the husband shall pay the sum of Two hundred ($200.00) Dollars per month to the wife for child support. Said sums shall be paid directly to the wife.

4. It is understood and agreed that husband shall maintain hospitalization and medical insurance on the minor child of the parties, and he shall pay the premiums on the same.

5. It is understood and agreed that wife shall retain all rights, title and interest in the parties' house and lot located at 5100 Greentree Drive, Nashville, Davidson County, Tennessee which is more particularly described in a deed of record in Deed Book 4830, page 493, in the register's office for Davidson County, Tennessee to be hers absolutely. Wife shall maintain the mortgage thereon and hold husband harmless from same.

6. It is understood and agreed that each party shall retain their own personal effects and that the wife shall retain as her sole and separate property all household goods, furniture, furnishings, appliances and utensils, except for 1) the den furniture, 2) one room of bedroom furniture, 3) a black and white T.V. and 4) a stereo which the husband shall retain as his sole and separate property.

7. It is understood and agreed that the husband shall retain as his sole and separate property the 1974 Dodge and 1962 MGA automobiles and that wife shall execute all necessary documents titling same to husband.

8. It is understood and agreed that the wife shall retain as her sole and separate property the 1972 Cadilac automobile and shall maintain the payments with League Central Credit Union and husband shall execute all necessary documents titling same to wife.

9. Husband agrees to assume all debts and obligations of the parties acquired during their marriage and prior to their separation and to hold the wife harmless from the same except for the Master Charge (which is solely in wife's name), Cain Sloan, J.C. Penny Co.,

and League Central Credit Union accounts which wife agrees to assume and will hold husband harmless from same.

10. Husband agrees to pay wife's solicitor a fee of $300.00 for his services in the premises.

11. Husband agrees to pay the Court cost in the divorce proceedings.

12. Husband agrees that he will maintain the life insurance policy with Northwestern Mutual Insurance Company insuring his life in the amount of $20,000.00 with the parties' child as beneficiary thereunder and will pay all premiums on same.

13. Husband agress that wife shall retain exclusive ownership in the Allstate Family Policy and husband shall not be responsible for paying premiums on same.

14. The provisions herein made for the wife shall be in lieu of any payment of alimony to which she may or may not be entitled. The wife agrees to accept the benefits thereof in full satisfaction of any claims of alimony. The wife, therefore, accepts these provisions in full satisfaction of all marital obligations of the husband and except as herein provided, waives any rights of support or maintenance by husband and any other right she may have against his estate by reason of the marital relationship between the parties.

15. This agreement is not intended, nor shall it be construed as an agreement for divorce, and is made without any agreement or admission on the part of either party that any allegation contained in any Complaint filed against them are true. The wife shall not seek an Order granting her alimony or separate maintenance, but the agreement shall be exhibited at the Court which may try any action instituted by either party and unto the extent that the provisions of this agreement have not been carried out by the time of trial, such provisions may be made a decree of the Court.

16. This agreement shall not be modified except in writing and with express agreement of both of the parties.

17. This agreement shall be binding upon the parties, their heirs, legal representatives and assigns. Each party acknowledges that they have read the foregoing and that it isreasonable in all respects.

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This 19th day of MAY, 1978.

Betty Ann Hunter Paul
BETTY ANN (HUNTER) PAUL

Monroe Andrew Paul
MONROE ANDREW PAUL

Docket No. 91551 Minute Book 113C Page 1753

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* ~~xxxxxxxxxxxxx~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Betty Ann Paul *Plaintiff, and* Monroe Andrew Paul *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* 8th *day of* August *in the year one thousand nine hundred and* Seventy-Eighth *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddington, *D. C.*

Form #GR-117

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IDENTIF. REFERENCE

AUG 8 2 48 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.