MINUTES, SEPTEMBER TERM, 17th DAY OF OCTOBER, 19 74

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144-12-29

LINDA LOUISE WILKERSON WHITE,

COMPLAINANT,

VS.

NO. 74264

DEE WAYNE BERGEN WHITE,

DEFENDANT.

AUG 21 BP MISC B* 12.00

AUG 21 12.00

FELIX A. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

IDENTIF. REFERENCE

AUG 21 3 33 PM '78

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RECORDER'S MEMO:
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DECREE FOR ABSOLUTE DIVORCE

THIS CAUSE came on to be heard before the Honorable James M. Swiggart Judge of the Sixth Circuit Court of Davidson County, Tennessee, who decided this case on special assignment from presiding Judge Joe C. Loser, Jr. pursuant to the procedures established in a certain directive dated September 12, 1974, pertaining to the disposition of uncontested divorce cases during the absence of the Honorable Benson Trimble, Judge of the Fourth Circuit Court.

The Court has examined the written evidence, including the evidence furnished by the complainant Linda Louise Wilkerson White, and the evidence of the two attesting witnesses Lillian K. Achord and Kate Jackson Hardison, together with the attorney's statement filed by Richard D. Speight, counsel for the complainant, and the statement herein filed showing the relief sought and the statutory authority by which the complainant is entitled to relief. The Court notes that the defendant Dee Wayne Bergen White is not represented by counsel, but has elected to join in this Decree, as is witnessed by his signature affixed hereto.

It satisfactorily appears to the Court from the evidence that the facts charged in the complaint are true, and that the defendant has been guilty of such cruel and inhuman treatment towards complainant as renders cohabitation unsafe and improper, and renders it unsafe and improper for her to be

under his dominion and control.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony subsisting between the complainant and defendant be absolutely and forever dissolved, and the complainant is vested with all the rights of an unmarried person.

IT FURTHER APPEARS to the Court that the parties hereto have entered into a property settlement agreement, which property settlement agreement, in its entirety, is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT ENTERED INTO this 24th day of May, 1974, by and between Linda Louise Wilkerson White and Dee Wayne Bergen White.

W I T N E S S E T H

WHEREAS, the parties hereto are husband and wife, both being residents of the State of Tennessee; and

WHEREAS, the parties are estranged and have no hope of reconciliation regardless of the outcome of the divorce proceedings between them now pending in the Fourth Circuit Court for Davidson County, Tennessee, under Rule No. 74264; and

WHEREAS, the parties have arrived at a custody and property settlement agreement which they intend shall be effective as between them regardless of the outcome of such proceedings; and

WHEREAS, the parties desire that such agreement be set forth in writing and submitted to the Court for its approval at the final hearing of this cause:

NOW THEREFORE, in consideration of the premises and matters herein set out, the parties agree as follows:

1. Custody of the minor children of the parties, Casey Christopher White, Mitchell Bergen White, Marc Kavanaugh White and Nicholas Charles White, subject to the discretion of the Court, shall be vested in Linda Louise Wilkerson White, with the right of reasonable visitation reserved for Dee Wayne Bergen White.

2. All right, title and interest in the personal property and furniture of the parties located at 2013 Otter Valley Lane in Davidson County, Tennessee, shall be divested out of the defendant and vested in the complainant, except for those items which, by agreement of the parties, may be removed from the premises at the time that the defendant vacates the premises under Orders of the Court.

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3. All right, title and interest of the defendant in the 1974 Buick automobile currently in the possession of the complainant shall be divested out of the defendant and vested solely in the complainant.

4. All other items of personalty belonging to the parties shall be divested out of the defendant and invested solely in the complainant.

5. The real property of the parties located at 2013 Otter Valley Lane in Davidson County, Tennessee, shall be vested solely in the complainant, and the defendant shall execute all necessary deeds and papers to accomplish this purpose.

6. The defendant shall pay to the complainant the sum of $400.00 per week as alimony and child support, with $100.00 per week to be designated as alimony, and $75.00 per week to be designated as child support for each of the minor children of the parties. These sums shall be paid in such a manner as is satisfactory to the complainant, to insure that these payments are made regularly, and on time.

7. Defendant agrees to maintain in full force and effect hospitalization and major medical insurance with coverage on all four of the minor children of the parties, and to maintain in force and effect all life insurance which defendant may have at the time of the execution of this agreement, with the minor children of the parties to remain, or be designated, as beneficiaries thereof.

IN WITNESS WHEREOF, the parties have executed the foregoing agreement in Nashville, Tennessee, to be effective on the day and date executed.

Dee Wayne Bergen White, while executing this instrument, acknowledges that he is not represented by counsel, that he does not wish to be represented by counsel, that he has not been advised or represented in any way by the attorneys representing Linda Louise Wilkerson White, and that he has executed this instrument of his own free will for the purposes contained therein.

/S/
DEE WAYNE BERGEN WHITE

/S/
LINDA LOUISE WILKERSON WHITE

In accordance with the terms of this Agreement, IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that custody of the minor children of the parties, Casey Christopher White, Mitchell Bergen White, Marc Kavanaugh White and Nicholas Charles White be vested in the complainant, Linda Louise Wilkerson White, with the right of reasonable visitation reserved for Dee Wayne Bergen White.

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IT IS FURTHER, ORDERED, ADJUDGED AND DECREED that all right, title and interest in the personal property and furniture of the parties located at their home at 2013 Otter Valley Lane in Davidson County, Tennessee, be divested out of the defendant and vested in the complainant, and all of those items of personal property which have heretofore been, by agreement of the parties, removed from the premises by the defendant are vested in the defendant.

IT IS FURTHER, ORDERED, ADJUDGED AND DECREED that all right, title and interest of the defendant in the 1974 Buick automobile currently in the possession of the complainant be divested out of the defendant and vested solely in the complainant, with defendant to be solely responsible for any indebtedness thereon. All other items of personalty belonging to the parties shall be divested out of the defendant and vested solely in the complainant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all right, title and interest of the defendant in a certain tract of land located at 2013 Otter Valley Lane in Davidson County, Tennessee be divested from defendant and vested solely in the complainant, said real property being more particularly described as follows:

> Being Lot No. 28 on the plan of Otter Creek Hills of record in Book 3900, pages 110 and 111, Register's Office for Davidson County, Tennessee,
>
> Said Lot No. 28 fronts 105.9 feet on the westerly side of Otter Valley Lane and extends back 450 feet on the northerly line and 322 feet on the southerly line to a dead line measuring 450 feet thereon.
>
> Being part of the real property conveyed to D. Bergen White and wife, Linda White by deed from G.T. Developers, Inc. of record in Book 4176, page 405, said Register's Office.

IT IS FURTHER, ORDERED, ADJUDGED AND DECREED that the defendant pay to the complainant the sum of FOUR HUNDRED DOLLARS [$400.00] per week as alimony and child support, with the sum of ONE HUNDRED DOLLARS [$100.00] per week to be designated as alimony and SEVENTY-FIVE DOLLARS [$75.00]

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per week to be designated as child support for each of the minor children of the parties. These sums should be paid in such a manner as is satisfactory to the complainant, to insure that these payments are made regularly, and on time.

IT IS FURTHER, ORDERED, ADJUDGED AND DECREED that the defendant maintain in full force and effect the hospitalization insurance and major medical insurance which he is carrying at the time of this Decree with coverage on all four minor children of the parties, and that the Globe Life Insurance Company decreasing term policy no. 263382 be maintained in full force and effect with the minor children as beneficiaries thereof, and Presidential Life policies nos. 6305826 ($25,000.00 whole life with term rider of $52,088.00); and 7007672 ($5,000.00 whole life with $16,780.00 term rider) be maintained in full force and effect with the complainant as beneficiary thereof.

IT FURTHER APPEARS to the Court that the defendant recognizes and acknowledges his responsibility to contribute to the support of his children while they are in college, even though they may exceed the age of 18 at the time. The defendant has agreed to make such contributions towards the college education of these children as may be practicable and feasible according to his circumstances at the time that they reach college age. This Decree shall, therefore, be maintained in Court for a further determination of the duties and responsibilities of the defendant towards the college education of the minor children of the parties at such time as each of them reach the age of 18 years, and nothing contained herein shall be construed to deny complainant or this Court the right to consider this matter at the appropriate time. To accomplish this purpose, jurisdiction of the parties shall be retained.

The Court costs shall be paid by the defendant. This case will be retained in court as stated above, and also for the enforcement of this Decree, with leave to either party

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to apply whenever it shall be deemed necessary.

Enter This 17th Day of Oct 1974

JUDGE

APPROVED FOR ENTRY:

GOODPASTURE, CARPENTER, WOODS & SASSER
600 American Trust Building
Nashville, Tennessee 37201

RICHARD D. SPEIGHT

ATTORNEY FOR: COMPLAINANT

DEE WAYNE BERGEN WHITE

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* LINDA LOUISE WILKERSON WHITE *Plaintiff, and* DEE WAYNE BERGEN WHITE *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* August *in the year one thousand nine hundred and* Seventy-eight *and in the* 203rd. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By June Smith, *D. C.*

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