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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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PATRICIA LAURIE ALLEN)
)
VS.) NO. 90611
)
ROBERT HENRY ALLEN, JR.)

FINAL DECREE

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This cause came on to be heard on the 29th day of September, 1978, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the defendant's counter-complaint for an absolute divorce, the plaintiff having withdrawn her petition for an absolute divorce and her answer to the counter-complaint, the property settlement agreement of the parties, the testimony of the counter-plaintiff, the statement of counsel, and upon the entire record in this cause, from all of which the Court is of the opinion that the counter-plaintiff is entitled to an absolute divorce on the ground of irreconcilable differences.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the counter-plaintiff, Robert Henry Allen, Jr., shall be granted an absolute divorce from the counter-defendant, Patricia Laurie Allen, and that he be restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the parties have entered into a property settlement agreement to wit:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, entered into on this 24th day of August, 1978, by and between PATRICIA LAURIE ALLEN, hereinafter called "Wife" and ROBERT HENRY ALLEN, JR., hereinafter called "Husband.

WHEREAS, the parties were lawfully married on the 4th day of September, 1971, in Sumpter, South Carolina, and two (2) children have been born of this marriage; and

WHEREAS, certain irreconcilable differences have arisen between the parties such that further cohabitation between them is improper, and they are now living separate and apart from each other; and

WHEREAS, it is the desire of both parties to reach a final determination and settlement of their rights in all their property, and to provide for the custody, care, and support of the parties' minor children.

NOW, THEREFORE, for and in consideration of the mutual promises herein made, the parties agree as follows:

1. At all times in which the public school of the parties' domicile are in session, excluding vacations for Christmas, spring, semesters, and Easter, the defendant, Robert Henry Allen, Jr., shall have the sole exclusive care, custody and control of the parties' minor children, ROBERT HENRY ALLEN, III, and SAMUEL KIMERON ALLEN, provided, however, that the plaintiff, PATRICIA LAURIE ALLEN, shall be granted visitation rights at all reasonable times, specifically including each weekend from 9:00 A.M. on Saturday morning until 9:00 P.M. on Sunday evening during the school year.

2. At all times during which the public school of the parties' domicile is not in session, including Christmas, spring, Easter and summer vacations, the plaintiff, PATRICIA LAURIE ALLEN, shall have the exclusive care, custody and control of the parties' minor children. Provided further, that the defendant, ROBERT HENRY ALLEN, JR., shall be granted visitation rights at all reasonable times, specifically including every weekend from 9:00 A.M. on Saturday morning until 9:00 P.M. on Sunday evening.

3. The parties agree that the defendant, ROBERT HENRY ALLEN, JR., shall be entitled to all right, title, equity and interest in the house that the parties are purchasing at 703 North Second Street, Nashville, Tennessee, which is more fully described as follows:

> Land in Davidson County, Tennessee, being Lot No. 9 on map of R. D. Goodlett and others' resubdivision of Lot Nos. 33 to 40, inclusive of Dr. V. S. Lindsley's addition, and of record in Book 57, page 96, Register's Office for said County.
>
> Said Lot No. 9 fronts 40 feet on the easterly side of North Second Street and runs back between parallel lines 174-1/2 feet to an alley.

The defendant, ROBERT HENRY ALLEN, JR., shall be solely responsible for making payments on said property, and shall hold the plaintiff harmless from any debt incurred as a result of any default on the payments for said property.

4. The parties agree that the defendant shall be entitled to all right, title, equity and interest in the VW Camper, the desk, RCA T.V., large air conditioner, master bedroom suite and rug, stove, refrigerator and boy's bedroom suit, Honda motorcycle, movie camera, projector, screen, 16 mm. camera, and Poloroid camera, and that the title to said property shall be divested from the plaintiff and vested in the defendant.

5. The parties agree that the plaintiff shall be entitled to all right, title, equity and interest in the antique secretary, wicker chair, stool, plant stand, living room suit and rug, china cabinet, antique trunks, pendulum clock, small air conditioner, kitchen table & chairs, washer & dryer, instamatic camera, stereo and home decorating items, and that the defendant shall be divested of all title in said items.

6. The parties agree that the plaintiff shall be entitled to all right, title, equity and interest in the 1966 Mercedes automobile.

7. It is further agreed between the parties that the parties' minor children will never be separated. The defendant, ROBERT HENRY ALLEN, JR., further agrees to pay Thirty Dollars ($30.00) per week to PATRICIA LAURIE ALLEN, as child support for the parties' minor children during all times in which the plaintiff has custody or extended visitation with the children. It is further agreed that said payments of Thirty Dollars ($30.00) per week shall not be required of the defendant during those periods of time that the parties' minor children are in his physical custody. Child support will be reviewed at the end of one (1) year.

8. It is further agreed that all medical expenses, including but not limited to, doctor bills, dental bills, hospitalization, x-rays, etc., will be paid equally by the plaintiff and the defendant.

9. It is further agreed that if either of the parties decide to leave Nashville, it will be the duty and requirement of the party leaving the City to insure that the terms of this Agreement, with respect to the custody and visitation with the parties' minor children, are enforced and honored. Any cost incurred in the transportation of the children to and from Nashville will be the responsibility of the party who has left.

10. It is agreed that the costs of this cause shall be split equally between the plaintiff and the defendant, and that each party shall be responsible for his or her own attorney's fee.

11. It is further agreed that each of the parties can claim one of the children as a dependant for income tax purposes.

12. It is understood by the parties hereto that this is a complete and final Property Settlement Agreement, and that in the event the divorce is granted, neither of the parties will hereafter have any property claims whatsoever against each other.

IN WITNESS WHEREOF, the parties hereto have set their signatures on this 24th day of August, 1978.

/s/
ROBERT HENRY ALLEN, JR.

/s/
PATRICIA LAURIE ALLEN

/s/
WILLIAM B. BRUCE
Attorney for Defendant

/s/
ROBERT H. WALDSCHMIDT
Attorney for Plaintiff

And, it appearing to the satisfaction of the Court that the aforesaid Property Settlement Agreement is fair to all the parties concerned, with the exception that the counter-defendant should pay Twenty Dollars ($20) per week as child support to the counter-plaintiff when he has custody of the parties' minor children. IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement shall become an ORDER and JUDGEMENT of this Court, with the exception that the counter-defendant shall pay the sum of Twenty Dollars ($20) per week as child support to the counter-plaintiff when he has custody of the parties minor children. This payment shall be made through the clerk's office together with the lawful commission.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be split equally between the counter-plaintiff and counter-defendant, for which execution may issue if necessary.

ENTER this 4th day of October, 1978.

BENSON TRIMBLE, JUDGE

APPROVED FOR ENTRY:

William B. Bruce

WILLIAM B. BRUCE
Attorney for Counter-Plaintiff

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CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing final decree has been mailed to Mr. Robert H. Waldschmidt, Attorney for Counter-Defendant, 14th Floor, First American Center, Nashville, Tennessee 37238 on this the 2nd day of October, 1978.

William B. Bruce

WILLIAM B. BRUCE

1090/2322

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* Patricia Laurie Allen *Plaintiff, and* Robert Henry Allen, Jr. *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* November *in the year one thousand nine hundred and* seventy-eight *and in the* 203rd. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Buttrey, *D. C.*

Form #GR-117

IDENTIF. REFERENCE

Nov 14 12 43 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

F. 00077