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35C/2183

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IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MAP 130-7
PAR 88 4A

MARGARET COX MEANS,

Plaintiff

vs.

THOMAS E. MEANS,

Defendant

NO. 89005

FINAL DECREE

This cause came on to be heard on May 11, 1978 before the Honorable Stephen North upon plaintiff's petition for absolute divorce, upon the grounds of irreconcilable differences, personal service upon the defendant, testimony of the plaintiff, the presentation to the Court of a property settlement agreement entered into between the parties and the entire record in the cause. From all of which it is the opinion of the Court that the plaintiff should be granted a divorce on the ground of irreconcilable differences, that the property settlement agreement of the parties should be approved and made a part hereto of this final decree.

It is therefore ORDERED that the plaintiff be and she hereby is granted a divorce from the defendant on the ground of irreconcilable differences.

It is further ORDERED that the property settlement entered into between the parties be approved and made an order of this Court, as copied verbatim below:

Agreement made this _____ day of _____, 1978, by and between Margaret Cox Means (hereinafter "Wife") and Thomas E. Means (hereinafter "Husband");

Whereas the parties are married but are contemplating a divorce; and

Whereas they desire to provide for an equitable division of their jointly held property;

Now therefore, the parties hereto agree as follows:

1. Wife will have custody of the minor children of the parties, with husband having full and reasonable visitation rights.

2. Wife will receive all right, title and interest in and to the home of the parties located at 3612 Trimble Road, Nashville, Tennessee 37215, with the following provisions:

(a) Upon the sale of said home, husband will receive equity in the amount of $5,000.00;

(b) If husband should fail to pay child support payments for three consecutive months, the equity set out above shall be forfeited, and

(c) Should wife remarry and live in said house, she will pay husband his share of equity in the amount of $5,000.00 upon her remarriage.

3. Husband will receive all right, title and interest in and to the Fiat automobile and assume remaining indebtedness thereon.

4. Wife will receive all right, title and interest in and to the Chevelle automobile which is paid for, with the title being changed to reflect ownership in her name only.

5. The following items of property will be divided as follows:

(a) Husband will receive: green velvet sofa, black leather chair and ottoman, small General Electric Television, and all personal articles, books, records, sporting goods, etc.

(b) Wife will receive all remaining household property.

6. Husband will pay child support in the amount of $300.00 per month in two installments of $150.00 on the first and the fifteenth day of each month.

7. For income tax purposes, husband will be allowed to claim one child as his dependent and wife will be allowed to claim one child as her dependent.

8. Husband agrees to maintain life insurance in the amount currently in force, with children as beneficiaries and wife designated as trustee.

9. Husband agrees to maintain hospitalization and major medical insurance on the children of the parties.

10. Husband will assume all outstanding indebtedness for the following accounts of the parties: Master Charge, Medic-Count, First American Bank and Terminax and will hold wife harmless for any payments she may be required to pay.

11. Wife will assume all outstanding indebtedness for the following accounts of the parties: Castner Knott, Cain Sloan, Dr. Thetford, Dr. Spark and Dr. Douglass.

12. Husband will pay court costs in this cause and he will reimburse wife for one-half of her attorney's fees.

. This the date above first written at Nashville, Tennessee.

/s/Margaret Cox Means
MARGARET COX MEANS

/s/Thomas E. Means
THOMAS E. MEANS

Tax the costs to the defendant.

Entered this 19 day of May, 1978.

Stephen Harris
JUDGE

APPROVED FOR ENTRY:

CHEATHAM, PALERMO & HAMNER

By Rose Palermo (by WTG)
Rose Palermo
Attorney for Plaintiff
43 Music Square West
Nashville, Tennessee 37203

I certify that a copy of the foregoing decree was mailed to the defendant at his address of 3612 Trimble Road, Nashville, Tennessee 37215, this the 12th day of May, 1978.

Rose Palermo (by WTG)
Rose Palermo

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IDENTIF. REFERENCE

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DEC 29 1 08 PM '78

FELIX Z. GILSON II REGISTER
DAVIDSON COUNTY, TENN.

DEC29 MISC 3* 10.00 * 10.00

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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 of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Margaret Cox Means *Plaintiff, and* Thomas E. Means *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* 29th *day of* December *in the year one thousand nine hundred and* seventy-eight *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*

Form #GR-117