3/3/76

109A/0053

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Map-Parcel Nos.
142-1A
44-44A

JEAN H. FAIR)
(NO. 81419
VS.)
(BOOK 5424 PAGE 143
HAROLD L. FAIR)

JUDGMENT ORDER

This cause having come on to be heard before Honorable Joe C. Loser, Jr., Judge of the Third Circuit Court for Davidson County, Tennessee, on Wednesday, March 3, 1976, on the Court's docket for uncontested divorce hearings;

Whereupon, the Court heard the testimony of the Plaintiff, Jean H. Fair, and her corroborating witnesses;

Whereupon, the Court found that the Plaintiff had carried her burden of proof of showing that the Defendant, Harold L. Fair, was guilty of such cruel and inhuman treatment, as to constitute grounds for the granting of an absolute divorce to the Plaintiff; and the Court further found that the Plaintiff Jean H. Fair was the fit and proper person to have custody of Robert A. Fair, the minor child of the parties; and the Court further found that an Agreement, previously executed by the parties and their counsel, and submitted to the Court, was proper, and should be incorporated into the Judgment Order, as regards alimony and child support and division of property;

Whereupon, upon the said testimony of witnesses, the argument of counsel, and the entire record of this cause;

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED as follows:

1. That the Plaintiff, Jean H. Fair, should be, and she is hereby granted, an absolute divorce from the Defendant, Harold L. Fair; and that she is the fit and proper person to have custody of the minor child of the parties, Robert A. Fair, and she is hereby awarded said custody, with reasonable rights of visitation by the Defendant Harold L. Fair, both for the Defendant to visit with the child and the child to visit with the Defendant, with the specific details to be worked out amicably between the parties, and subject

to review by the Court in the unexpected event that there should be any problem arranging for said visits.

2. An "AGREEMENT CONCERNING CUSTODY, ALIMONY AND CHILD SUPPORT, AND DIVISION OF PROPERTY", executed by the parties and their counsel on December 31, 1975, except for Paragraph 1 thereof, dealt with just above by order of the Court, is incorporated herein verbatim and made the order of the Court, as follows:

> "2. Husband will pay to Wife biweekly (every two weeks, not semimonthly) forty per cent (40%) of Husband's salary, until the minor child Robert has entered college or the military, in any event, not later than September 1 of the year of his graduation from high school; thereafter, Husband will pay thirty per cent (30%) of his salary in biweekly payments to Wife, these sums are alimony.
>
> 3. Husband will convey to Wife his right, title, and interest in the condominium at G-4, 8207 Sawyer Brown Road, Nashville, Tennessee 37221, with the understanding and agreement, however, that upon her death or remarriage Husband would receive one-half of the difference between $15,000.00 and the fair resale value of the condominium; and, in the event the property should be sold before death or remarriage, Husband would receive, from the proceeds of said sale, thirty per cent (30%) of the difference between $15,000.00 and the selling price, less the expenses of the sale.
>
> 4. With regard to any other notes, accounts, or indebtedness, Husband agrees to pay and hold Wife harmless from any and all such debts, whether incurred in his name, her name, or jointly, and Wife agrees not to insur debts in Husband's name or in the joint names of the parties, whether by borrowing, credit card purchases, or otherwise, beyond the 31st day of December, 1975.
>
> 5. Wife will receive all household furniture, appliances, and other furnishings presently in the condominium.
>
> 6. Wife will be named beneficiary of life insurance policies totaling $35,000.00 in face amount, which Husband will keep in force.
>
> 7. Husband will be responsible for college expenses of his daughter, who, having attained the age of majority, and not having been adopted by Wife, nevertheless lives with Wife.

8. Wife, as between the parties, shall be entitled to claim the children for income tax purposes.

9. The automobile being driven by Wife will be titled in her name, and Husband will take the necessary steps and execute the necessary documents to accomplish this change of title.

10. The parties will file a joint 1975 income tax return, and Husband will assume the responsibility of payment of said taxes.

11. Husband will continue the son and daughter on his group health and hospitalization insurance, and will see that Wife is covered by such insurance for a period of six (6) months beyond the date this Agreement may be incorporated as part of a final Order in a Decree of divorce; or, in the event Wife should have difficulty obtaining employment, so as to be able separately to pay for a hospitalization plan of her own, Husband will continue coverage for Wife through the calendar year 1976.

12. Husband will pay to Michael Miller, Attorney for Wife, the sum of Four Hundred and no/100 ($400.00) Dollars as a reasonable fee for representation of Wife in this matter.

13. Husband agrees to assume and pay all Court costs of the pending divorce litigation.

14. The parties anticipate that this Agreement may be incorporated into a final Decree of divorce and made the Order of the Court; and the parties agree that the Decree may be expanded (for example, by inclusion of a complete legal description of the condominium) in anyway necessary so that the Decree may be self-executing in accomplishing the ends sought to be accomplished by this Agreement; and the parties further agree to take such further steps and execute such documents as may be necessary to implement this Agreement.

Executed this 31st day of December, 1975, in Nashville, Davidson County, Tennessee.

/s/ Jean H. Fair
Jean H. Fair - Wife

/s/ Harold L. Fair
Harold L. Fair - Husband

/s/ Michael Miller
Attorney for Jean H. Fair

/s/ A. B. Neil, Jr.
Attorney for Harold L. Fair"

3. As contemplated by the Agreement between the parties, the Court does hereby divest out of Harold L. Fair, and vest in Jean H. Fair, all of the right, title, and interest of Harold L. Fair in and to the condominium apartment known as G-4, 8207 Sawyer Brown Road, Nashville, Tennessee 37220, and more particularly described as follows:

> "A certain condominium apartment in Davidson County, State of Tennessee, described as follows, to wit:
>
> Unit No. G-4, together with the Carport designated No. G-4-C, in River Plantations, Section One, A Condominium, a Horizontal Property Regime, located on Highway 70 South, Nashville, Davidson County, Tennessee, as shown on the plat of River Plantations, Section One, Condominium Apartments, recorded in Book 4460, Page 59, of the Register's Office for Davidson County, Tennessee, and described in a Master Deed, recorded in Book 4562, Page 474, of the Register's Office of Davidson County, Tennessee to which reference is hereby made. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the property, apartments, co-owners, and tenants of River Plantations, Section One, Condominium Apartments, contained in the Master Deed, and the By-Laws appended thereto, recorded in Book 4562, Page 474, of the Register's Office of Davidson County, Tennessee, are incorporated in this deed by reference and made a part hereof the same as though copied herein.
>
> This is improved property known as Unit No. G-4, Highway 70 South, Nashville, Tennessee."

Being the same property conveyed to Harold L. Fair and wife, Jean H. Fair on August 10, 1972, from Haury and Smith Contractors, Inc., by deed of record in said Register's Office at Book 4626, Page 966.

This conveyance is made subject to the agreement, regarding disbursement of proceeds of any sale of the property, as set forth in the prior provisions of this Judgement Order.

4. Costs of this cause are taxed against the Defendant Harold L. Fair, for which let execution issue if necessary.

Enter this _____ day of March, 1976.

Judge

3-5-76

Enter This 5 Day of March, 1976

TO BE ENTERED:

BOOK 5424 PAGE 147

GRACEY, MADDIN, COWAN & BIRD

BY: Michael Miller
Michael Miller, Attorney
for Jean H. Fair

CC: Mr. A. B. Neil, Jr.
Attorney at Law
Hamilton Bank Building
Nashville, Tennessee 37219
(Attorney for Harold L. Fair)

F 25201

IDENTIF. REFERENCE

APR 20 11 32 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Minute Book 109 A Page 53

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~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* JEAN H. FAIR *Plaintiff, and* HAROLD L. FAIR *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* 20th *day of* April *in the year one thousand nine hundred and* seventy-nine *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Sue Woods, *D. C.*

Form #GR-117