3-9-79
37C/159

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 5425 PAGE 129

JAMES HENRY WATKINS, Plaintiff/Counter-Defendant	)	
vs.	)	NO. 91153
NORMA JEAN WATKINS, Defendant/Counter-Plaintiff	)	

FINAL JUDGMENT OF DIVORCE

This cause came on to be heard this 1st day of March, 1979, before the Honorable Stephen North, Judge, upon the original complaint for absolute divorce, personal service of process on the counter-defendant on April 6, 1978, the sworn testimony of the counter-plaintiff in open Court, statement of counsel, and the entire record herein, from all of which the Court finds that the allegations of the complaint are sustained by the proof; that is, that the parties have irreconcilable differences.

IT IS THEREFORE ORDERED AND ADJUDGED that the counter-plaintiff, Norma Jean Watkins, be and is hereby awarded an absolute divorce from the counter-defendant, James Henry Watkins, and the parties are restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED AND ADJUDGED that the written Settlement Agreement entered into and signed by the parties be and is hereby approved and is incorporated by reference into this final judgment of divorce.

IT IS FURTHER ORDERED AND ADJUDGED that the costs of this cause be and are hereby taxed to the counter-defendant, for which execution shall issue if necessary.

ENTERED this 9th day of March, 1979.

s/ Stephen North
JUDGE

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

PREPARED BY:

THOMAS A. GROOMS
LEGAL SERVICES OF NASHVILLE, INC.
1512 Parkway Towers
Nashville, Tennessee 37219

Attorney for Defendant/Counter-Plaintiff

I hereby certify that a copy of the foregoing instrument was forwarded to the adversary party or their counsel of record [illegible] this the 2nd day of March, 1979.

LEGAL SERVICES OF NASHVILLE and MIDDLE TENNESSEE, INC.
By: Thomas A. Grooms

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JAMES HENRY WATKINS, Plaintiff,	)	
vs.	)	NO. 91153
NORMA JEAN WATKINS, Defendant.	)	

SETTLEMENT AGREEMENT

This agreement is made between JAMES HENRY WATKINS, hereinafter called Husband, and NORMA JEAN WATKINS, hereinafter called Wife.

WITNESSETH:

WHEREAS, these parties have been married since April 28, 1971, and there have been born of this union two minor children, namely, KATRINA JEAN WATKINS, born November 22, 1970, and TIFFANY FAYE WATKINS, born September 16, 1974; and

WHEREAS, certain differences and difficulties have arisen between the parties and a divorce action in which irreconcilable differences is alleged as a ground has been instituted in the Fifth Circuit Court for Davidson County, Tennessee, and they have no expectation of resuming their marital relationship; and

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings hereinafter more fully set forth and for other good and valuable consideration, the parties agree as follows:

1. CUSTODY. Wife shall have and retain the sole care, custody and control of the parties minor children, KATRINA JEAN WATKINS and TIFFANY FAYE WATKINS.

2. VISITATION. Husband shall have the rights of visitation with said children at all reasonable times and places.

3. CHILD SUPPORT. It is agreed that Husband was ordered by this Court to pay as child support pendente lite, the sum of $50.00 per week beginning on the 3rd day of November, 1978. That Order is hereby recognized and made a part of this Agreement by reference. It is agreed that any payments pursuant to this Order which remain unpaid as of the date of the final hearing in this cause shall survive the Final Decree and shall remain due and owing and for which Wife may seek judgment and execution.

It is further agreed that Husband shall pay from the date of the final hearing in this cause, the sum of $40.00 per week as child support. This amount is to be paid directly to Wife by check or money order beginning on Friday, March 2, 1979, and to be paid each Friday thereafter.

4. TAX DEDUCTIONS. It is mutually agreed that Husband may declare KATRINA JEAN WATKINS as his dependent for income tax purposes and that Wife may declare TIFFANY FAYE WATKINS as her dependent for income tax purposes.

5. INSURANCE. It is agreed that Husband shall obtain and/or maintain hospitalization and major medical insurance on the minor children of the parties through his place of employment. It is agreed that Husband shall obtain and maintain life insurance through his place of employment on himself and shall maintain the minor children as beneficiaries.

6. PERSONAL PROPERTY.

A. The following items of personal property shall become the sole property of Wife and Husband relinquishes all right to and ownership of said property:

(1) All furniture and furnishings located in the parties residence at 4150 Ames Drive, Nashville, Tennessee, (except for those items specifically granted to Husband in paragraph 6B(1)(2)(3) of this Agreement) including, but not limited to, the following:

(a) Stove;
(b) Refrigerator;
(c) Washer and Dryer;
(d) Stereo;
(e) Master Bedroom Suite;
(f) Girls' Bedroom Suite;
(g) Dining Room Furniture; and
(h) Wall Decorations.

(2) The 1976 Dodge Colt automobile.

B. The following items of personal property shall become the sole property of Husband and Wife relinquishes all right to and ownership of said property:

(1) Orange Living Room Suite;

(2) Dinette Suite; and

(3) 1976 Pontiac automobile.

7. DEBTS.

A. It is agreed that Wife will pay and continue to pay the following accounts that were made during the marriage, and shall hold Husband harmless on any and all debts secured by these accounts:

(1) Any indebtedness owed for the 1976 Dodge Colt automobile.

B. It is agreed that Husband will pay and continue to pay the following accounts that were made during the marriage, and shall hold Wife harmless on any and all debts secured by these accounts:

(1) Any indebtedness owed for the 1976 Pontiac automobile.

C. It is agreed that the parties shall be responsible for the payment of any other accounts or charges which are presently listed in his or her name. Each party agrees to indemnify and hold the other harmless from any liability resulting from their failure to pay such accounts when due.

8. REAL PROPERTY. It is agreed that all right, title and interest in the house and lot located at 4150 Ames Drive (formerly numbered 4032 Ames Drive), Nashville, Tennessee, which is presently titled in Husband's and Wife's names shall, from

March 1, 1979, be divested from Husband and vested solely and absolutely in Wife. Said property is more specifically described in Book 4487, Page 968, of the Registrar of Deeds Office, Davidson County, Tennessee, to wit:

> Land in Davidson County, Tennessee, being Lot No. 51 on the Plan of Buena Vista Estates, Section 3, as of record in Book 4175, page 139, Register's Office for said County, described as follows:
>
> BEGINNING at a point in the northwesterly margin of Ames Court, corner of Lots 51 and 52; thence with the margin of said Court, southwestwardly 79.91 feet to a monument at the beginning of a curve to the right having a radius of 25 feet; thence around said curve northwestwardly 37.95 feet to a monument in the northeasterly margin of Ames Drive; thence with said Drive northwestwardly 96.81 feet to a point, corner of lots 50 and 51; thence with the line between said lots northeastwardly 145.0 feet to a monument at the common corner of lots 50, 51 and 52; thence with the line between lot Nos. 51 and 52, southeastwardly 152.9 feet to the point of the beginning.
>
> Being part of the same property conveyed to James A. Watkins and wife, Norma Jean Watkins, by deed from Imperial Corporation, of record in Book 4487, page 968, Register's Office for Davidson County, Tennessee.

It is further agreed that Wife shall, from the date of assuming absolute title to the property hereinbefore described, be solely responsible for the payment of the loan indebtedness to Guaranty Mortgage of Nashville secured by Deed of Trust on said property and shall hold Husband harmless for such indebtedness.

It is further agreed that Husband shall be responsible to pay all monthly installments on such indebtedness, and any taxes, insurance or other obligations outstanding, to the date of the assumption by Wife of absolute title and shall hold Wife harmless thereon.

It is further agreed that upon execution of this Settlement Agreement, and its incorporation into the Final Judgment of Divorce in the Fifth Circuit Court for Davidson County, Tennessee, Husband shall further and formally execute a Quit Claim Deed for the aforementioned house and lot located at 4150 Ames Drive (formerly numbered 4032 Ames Drive), Nashville, Tennessee,

conveying all of his right, title and interest in said property to Wife.

9. COURT COSTS. Any costs of Court incurred as a result of the pending action for absolute divorce shall be paid by Husband.

10. The parties desire that this Agreement be incorporated as a part of any final decree of divorce that may hereafter be entered in the Fifth Circuit Court for Davidson County, Tennessee, or in any other Court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

11. This Agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those expressly herein set forth.

12. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated, and that the parties hereto have been represented by their respective attorneys in conncection with the negotiation and preparation of this Agreement. Each party acknowledges that they have read this Agreement, that it is fair and equitable and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

WITNESS our hands on the day and date written below at Nashville, Davidson County, Tennessee.

s/ James Henry Watkins
JAMES HENRY WATKINS, Husband
DATE: 2/28/79

s/ Norma Jean Watkins
NORMA JEAN WATKINS, Wife
DATE: 3/1/79

s/ David J. Levine
DAVID J. LEVINE
Attorney at Law
717 Stahlman Building
211 Union Street
Nashville, Tennessee 37201
Attorney for Husband

s/ Thomas A. Grooms
THOMAS A. GROOMS
LEGAL SERVICES OF NASHVILLE
& MIDDLE TENNESSEE, INC.
1512 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
Attorney for Wife

7912 04/23 14.00- CHECK

F. 2 5 5. 5. 8.

IDENTIF. REFERENCE

MAIL SEE EAV.

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Docket No. 91153 Minute Book 37C, page 1591

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* James Henry Watkins *Plaintiff, and* Norma Jean Watkins *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* 23rd *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 Candy Jennings, *D. C.*

Form #GR-117