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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 5507 PAGE 513

PAUL M. NEIGHBOURS]
]
VS] NO. 74180
]
SHIRLEY JEAN NEIGHBOURS]

FINAL DECREE

This cause came on to be heard the 1st day of October, 1974, before the Honorable Tom Proctor, Special Judge, on the original Complaint of the Plaintiff Paul M. Neighbours, the Answer and Cross Complaint of the Defendant having been dismissed and this case allowed to be tried as a non-contested case, testimony of the Plaintiff and witnesses examined in open Court, statement of counsel for the Plaintiff and the Defendant, and the entire record in this cause. From all of this the Court is of the opinion and finds that the Defendant is guilty of such cruel and inhuman treatment or conduct towards the Plaintiff as renders cohabitation unsafe and improper, and that the Plaintiff should be awarded an absolute divorce from the Defendant and restored to all of the rights and privileges of an unmarried person.

It is, therefore, ORDERED, ADJUDGED and DECREED that the Plaintiff Paul M. Neighbours be, and he is hereby, awarded an absolute divorce from the Defendant Shirley Jean Neighbours and restored to all of the rights and privileges of an unmarried person.

The Court is of the opinion and further finds that the parties, through their respective attorneys, have entered into a Property Settlement and Custody Agreement which the Court deems to be fair and reasonable; that said Property Settlement and Custody Agreement is therefore approved by the Court, except for Section 5 which is hereinafter modified, and its terms and agreements are made a part of this Final Decree; and that said Property Settlement and Custody Agreement is in words and figures as follows:

> This Agreement made and entered into by and between PAUL M. NEIGHBOURS (hereinafter referred to as the "HUSBAND) and SHIRLEY JEAN NEIGHBOURS (hereinafter

referred to as the "WIFE") this 26th day of June, 1974, at Nashville, Tennessee.

W I T N E S S E TH:

WHEREAS, there is now pending in the Fourth Circuit Court for Davidson County,Tennessee, a domestic action by and between the parties named above under docket number 75180; and,

WHEREAS, the parties hereto now desire to enter into this agreement subject to the approval of this Court for the purpose of making final disposition of all property which they jointly own; and,

WHEREAS, the parties hereto have agreed upon custody of the parties' minor child subject to the approval of this Court; and,

WHEREAS, the parties hereto agree that in the event a decree of divorce is granted that this agreement may be incorporated into said decree and shall thereby determine the rights of the parties as hereinafter set out;

NOW THEREFORE, in consideration of the prmises and the mutual agreements of the parties hereinbefore and aftermentioned, the parties, and each of them, hereby agree as follows:

1. The Wife shall have and retain as her sole and separate property the homeplace located at 2301 Cabin Hill Road in Nashville, Davidson County,Tennessee, and more particularly described as follows:

Beginning at a point on the southwesterly margin of Cabin Hill Road, the common front corner of Lots 67 and 68; thence southwestwardly along the line between said Lots 175 feet to a concrete monument; thence northwestwardly 149.6 feet to a concrete monument on the southeasterly margin of Ridgeland Drive; thence along said margin of said Drive north eastwardly 155 feet to a concrete monument at the beginning of a curve having a radius of 20 feet; thence around said curve, eastwardly 31.42 feet to a concrete monument on the southwesterly margin of Cabin Hill Road; thence along said margin of said Road, southeastwardly 129.6 feet to the beginning.

Being the same property conveyed to Paul M. Neighbours and wife, Shirley J. Neighbours by deed from Edward M. Kennedy of record in Book 4114, page 287, Register's Office for Davidson County,Tennessee.

The Wife shall assume and pay the balance of the mortgage at Murphree Mortgage Company on said homeplace and will hold the Husband harmless from any claims against him arising out of her failure to pay said mortgage.

2. The Wife shall have and retain as her sole and separate property free and clear of all claims of the Husband all of the furniture located in the homeplace at 2301 Cabin Hill Road except for the dining room suite which belongs to the Husband's mother and will be returned to her.

3. The Wife shall have custody of the parties' minor child, Paul Neighbours, Jr.

4. The Husband shall pay to the Wife $35.00 per week as child support for the support and maintenance of the parties' minor child.

5. The Husband shall have visitation rights with the parties' minor child from 9 a.m. until 7 p.m. on Saturday and Sunday of each week. If the Husband is unable to exercise a scheduled visitation he shall notify the Wife by Thursday preceding the scheduled visitation.

6. The Husband shall maintain a policy of hospitalization insurance on the minor child of parties.

7. The Husband will pay the balance as of June 12, 1974 on the accounts at Sears, United Creditors and Mastercharge. The Wife will not use any of these charge accounts after that date and will turn over to the Husband the credit cards on these accounts.

8. The Husband shall pay to the attorney for the Wife the sum of $250.00 as his fee for services rendered on behalf of the Wife.

IN WITNESS WHEREOF, the parties have entered into this Agreement by subscribing hereto their respective signatures all as of the day and date aforesaid.

M. NORRIS JENKINS — "HUSBAND"

/s/ M. Norris Jenkins
Attorney for Husband

/s/ Paul M. Neighbours
Paul M. Neighbours

GEORGE H. CATE, JR. — "WIFE"

Attorney for Wife

/s/Shirley Neighbours
Shirley Jean Neighbours

Section 5 of the above Property Settlement and Custody Agreement is hereby modified as follows:

"5. The Husband shall have visitation rights with the parties' minor child from 9 a.m. until 7 p.m. on two (2) days each week, those two (2) days being the days which he is off from work. The Husband will provide the Wife with a schedule of his off days each month as he receives same. If the Husband is unable to exercise his visitation on his days off, he shall notify the Wife at least twenty-four (24) hours prior to said visitation and further the Husband shall have such further visitation rights at other times as are reasonable."

It is further ORDERED, ADJUDGED and DECREED that the Plaintiff Paul M. Neighbours is restrained from coming about the Defendant Shirley Jean Neighbours for the purpose of molesting, harassing, threatening or bothering her in any way, and the Defendant Shirley Jean Neighbours is restrained from coming about the Plaintiff Paul M. Neighbours for the purpose of molesting, harassing, threatening or bothering him in any way.

It is further ORDERED, ADJUDGED and DECREED that the Plaintiff Paul M. Neighbours will cooperate with the Defendant Shirley Jean Neighbours in the repairing of fire damage to the home located at 2301 Cabin Hill Road, and that the Plaintiff will sign such insurance payments and/or endorse such drafts submitted by their insurance company to pay for the repairs to the property.

It is further ORDERED, ADJUDGED and DECREED that the Defendant shall pay all of the costs of this cause for which execution shall issue if necessary.

Enter This 10 Day of OCT 1974

Tom H. Proctor, Jr.

TOM PROCTOR, SPECIAL JUDGE

M. NORRIS JENKINS

Attorney for Plaintiff

GEORGE CATE, JR.

George Cate Jr.

Attorney for Defendant

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FELIX Z. ZOLLICOFFER REGISTER
DAVIDSON COUNTY, TENN.

IDENTIFICATION REFERENCE

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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* Paul M. Neighbours *Plaintiff, and* Shirley Jean Neighbours *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* 27th *day of* August *in the year one thousand nine hundred and* seventy-nine *and in the* two hundred fourth *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Timothy C. Hicks, *D. C.*