12-13-77
106C/2195

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

80-8
267

VIRGINIA FAY FOWLER,
Plaintiff

vs. NO. 87773

GEORGE LEWIS FOWLER,
Defendant

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O R D E R

This cause came to be heard before the Honorable Benson Trimble, Judge of the Fourth Circuit Court, on Friday, December 2, 1977, upon the Complaint for divorce heretofore filed by the Plaintiff, personal service of process on the Defendant, default judgment entered against the Defendant, testimony of witnesses heard in open Court, and argument of counsel, from all of which the Court finds that irreconcilable differences have arisen between the parties and that the Plaintiff is entitled to an absolute divorce from the Defendant.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff be, and she is, granted an absolute divorce from the Defendant and restored to all the rights and privileges of an unmarried person. This action forever and perpetually dissolves the bonds of matrimony heretofore existing between the parties.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Property Settlement and Child Support Agreement heretofore filed with the Court shall be incorporated herein, to wit:

PROPERTY SETTLEMENT AND

CHILD SUPPORT AGREEMENT

This agreement entered into by and between VIRGINIA FAY FOWLER, hereafter referred to as WIFE, and GEORGE LEWIS FOWLER, hereafter referred to as HUSBAND.

These parties were married on May 12, 1964, in Nashville Tennessee, and have lived together as Husband and Wife since that time.

They have accumulated personal and real property during their married life.

There were three (3) children born of this marriage , Lisa Michele, born July 19, 1964, Yolanda Denise, born November 10, 1965, and Latonya Nicolle, born December 2, 1975.

The parties have reached a point of irreconcilable differences in their marriage and wish to execute a property settlement and child custody agreement.

NOW THEREFORE, the HUSBAND and WIFE agree as follows:

1. The WIFE shall have absolute custody and control of the three (3) minor children of the parties.

(a). The HUSBAND shall have reasonable visitation rights with the children.

(b). He will have visitation rights every other weekend, picking up the children at 9:00 a.m. or 10:00 a.m. on Saturday, and returning them home on Sunday at 5:00 p.m. or 6:00 p.m.

2. The HUSBAND will also have visitation with the children for three (3) weeks during the month of July of each year.

3. The HUSBAND shall pay child support to the wife for the support of the minor children in the amount of four hundred fifty dollars per month ($450.00) payable at the rate of two hundred twenty five dollars ($225.00) at the first of each month and two hundred twenty five dollars ($225.00) on the fifteenth of each month. In addition, the HUSBAND will make an extra payment of one hundred fifty dollars ($150.00) on December 1, of each year.

4. The HUSBAND agrees to give up all rights to the home-place located at 3220 Mexico Drive, Nashville, Tennessee 37218. The WIFE will assume all financial obligations associated with the house.

5. The HUSBAND will retain all rights, title, and interest in a 1971 Volkswagon, and the WIFE agrees to execute whatever papers are necessary to see that the HUSBAND has complete title to this vehicle.

6. The WIFE will retain all rights, title, and interest in a 1975 Buick owned by the parties and assume all financial obligations associated with the Buick. The HUSBAND agrees to execute any and all papers necessary to transfer the title to the WIFE.

7. The WIFE will retain title to all the furniture presently owned by the parties except the master bedroom suite, and the stereo which will be given to the HUSBAND.

8. The HUSBAND agrees to pay all the utility bills including water, gas, or electric bills which have been incurred prior to July 1, 1977.

9. The HUSBAND agrees to keep in full force and effect Life Insurance and Hospitalization Insurance which is presently in effect. He will name the children as beneficiary under his life insurance policies and maintain the children as dependants under his hospitalization and health insurance.

10. The HUSBAND agrees to assume all obligations on the following existing accounts:

a. Sears

b. Mastercharge

c. Morris Furniture

d. K Furniture

He agrees to hold the WIFE hameless for anl obligations which she may have on these accounts.

11. The WIFE agrees to assume all obligations on the following existing accounts:

a. Cain Sloan

b. Three Sisters

She agrees to hold the HUSBAND harmless for any and all obligations which he may have on these accounts.

12. Each party will pay one half of an attorney fee in the amount of four hundred dollars ($400.00) to the Plaintiff's Solicitor of Record.

13. The HUSBAND will pay all court costs of this cause.

14. The HUSBAND will leave the home place by 7/1/77. This is the entire agreement between the parties and is entered into by HUSBAND and WIFE to adequately provide for the custody and maintenance of the children of the marriage and for the equitable settlement of all property rights between the parties, so that a divorce from the bonds of matrimony may be granted on the grounds of irreconcilable differences by personal service on the HUSBAND, the defendant.

Witness my hand this _____ day of _____, 19___,

VIRGINIA FAY FOWLER

GEORGE LEWIS FOWLER

The costs of this cause are taxed to the Defendant, for which execution may issue if necessary.

JUDGE

12-13-77

Approved for Entry:

ORTALE, KELLEY, HERBERT & CRAWFORD

By: John M. Baird

John M. Baird
Attorney for Plaintiff
23rd Floor, L & C Tower
Nashville, TN 37219

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FELIX A. ... REGISTER
DAVIDSON COUNTY, TENN.

IDENTIF. 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 True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Virginia Fay Fowler *Plaintiff, and* George Lewis Fowler *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* 18th *day of* April *in the year one thousand nine hundred and* Eighty *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Virginia Hutchison, *D. C.*