MAP 104-12, PARCEL 247 246 & 245 Jd

CLARA NELL DUERR LOISEAU] IN THE FIRST CIRCUIT COURT

] OF

-vs-] DAVIDSON COUNTY, TENNESSEE

JOHN ELMER LOISEAU] NO. 86912

12-6-77 1430

BOOK 5608 PAGE 38

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 29th day of November, 1977 before the Honorable Donald Arkovitz, Special Judge, upon the petition for divorce filed by complainant, answer filed by the defendant, agreement of the parties to allow this matter to be tried as a non-contested divorce, motion by complainant in open court to amend the original petition to allege "irreconcilable differences" as additional grounds for divorce, submission to the Court of a property settlement agreement, testimony of complainant and from the entire record in this cause. From all of which the Court finds that these parties have suffered irreconcilable differences in accordance with the statutes of Tennessee. It is therefore

ORDERED AND ADJUDGED that the motion of the complainant to amend her petition to allege as additional grounds the charge of irreconcilable differences is hereby granted.

It is further ORDERED AND ADJUDGED that the property settlement agreement of the parties is hereby approved and made a part of this Decree as hereinafter provided.

It is further ORDERED AND ADJUDGED that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved and the complainant, Clara Nell Duerr Loiseau, is granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED AND ADJUDGED that the absolute care, custody and control of the minor children of the parties, to-wit: Deborah, Keith, Johnny and Gene Robert Loiseau, is awarded to the complainant, with the right of reasonable visitation reserved to the defendant.

It is further ORDERED AND ADJUDGED that the house and lot of the parties located at 1200 McGrace Avenue, Nashville, Davidson County, Tennessee, shall be owned by the parties as tenants in common; however, the home shall be placed on the market for immediate sale, and the net proceeds derived from said sale shall be divided equally between the parties. Pending the sale of the home, complainant and the minor children shall have the exclusive right to occupy the home.

It is further ORDERED AND ADJUDGED that all right, title and interest which the complainant has in and to the real property of the parties located at 1914, 1916 and 1918 18th Avenue, S., Nashville, Davidson County, Tennessee, described as follows:

1914 18th Avenue, S., Nashville, Tennessee- Map 104-12, Par. 245 Js

Being Lot No. 78 on the Plan of Belmont Park Company's Addition of record in Book 57, page 156, RODC, Tennessee.

Said Lot No. 78 fronts 50 ft. on the easterly side of 18th Ave., S., and runs back between parallel lines 162 ft. to an alley.

Being the same property conveyed to John E. Loiseau by deed from Heath Parke Properties of record in Book 4892, page 633, RODC, Tennessee.

1916-1918 18th Avenue, S., Nashville, Tennessee - 22W-15490 & 22W-15495

104-12
Par 247 Js

TRACT I:

Being Lot No. 76 in the Belmont Park Company's Addition to Nashville, of record in Book 57, page 156, RODC, Tennessee.

Said Lot No. 76 fronts 50 ft. on the easterly side of 18th Ave., S., and extends back between parallel lines 162 ft. to an alley.

TRACT II:

104-12-246 Js

Being Lot No. 77 on the Plan of Belmont Park Company's Addition to Nashville, as of record in Book 57, page 156, RODC, Tennessee.

Said Lot No. 77 fronts 50 ft. on the east side of 18th Ave., S., and runs back between parallel lines 162 ft. to an alley.

Being the same property conveyed to John E. Loiseau and wife, Clara N. Loiseau, by deed from John Barach and wife, Carol Menuez Barach, of record in Book 5021, page 12, RODC, Tennessee.

shall be divested out of her and the sole and exclusive ownership in said property shall be vested in the defendant, John Elmer Loiseau, in fee simple, absolute, it being his responsibility to pay the balance of mortgage indebtedness thereon and to hold complainant harmless and indemnify her from any liability thereon.

It is further ORDERED AND ADJUDGED by the Court that the defendant shall pay the sum of $250.00 per month per child as child support, said payments to be made directly to the complainant, the first payment being due on December 1, 1977 and a like sum due on the first day of each month thereafter until further orders of the Court.

It is further ORDERED AND ADJUDGED by the Court that the defendant shall pay the sum of $1,000.00 per month as alimony and from such amount the complainant will be responsible for paying the monthly mortgage note on the home of the parties at 1200 McGrace Avenue. At such time as the home is sold and

complainant is relieved of any further responsibility for paying the monthly mortgage note then the alimony shall automatically be reduced to $600.00 per month and the defendant shall continue to pay $600.00 per month alimony until such time as the complainant dies or remarries, whichever is the first event to occur.

It is further ORDERED AND ADJUDGED that all right, title and interest which the defendant has in and to the lot of the parties located in Cherokee Village, Sharp County, Arkansas, and known as Lot # 41, Block 8, Parcel #W4016, shall be divested out of him and the sole and exclusive ownership in said real property shall be vested in the complainant, Clara Nell Duerr Loiseau, in fee simple absolute.

It is further ORDERED AND ADJUDGED by the Court that the two hundred and thirty-four acre tract of property in Yount, Missouri shall continue to be owned by the parties as tenants in common, that is, each party owning an approximate one-eighth (1/8th) undivided interest therein.

It is further ORDERED AND ADJUDGED by the Court that the complainant shall have and recover of the defendant a judgment for alimony in solido in the amount of $11,387.00, which represents her one-half (1/2) undivided interest in the real property recently sold and known as the 2034 Building. This judgment is due and payable in lump sum immediately.

It is further ORDERED AND ADJUDGED that the parties are the mortgagee and expected receipients of certain payments presently due and owing on real property located in Waverly, Humphreys County, Tennessee, and they shall continue to own this mortgage interest as tenants in common, one-half (1/2) undivided interest each. In the further event that the land is sold, complainant will be entitled to receive one-half of any and all profits due defendant derived from said sale. The defendant shall be required to make a strict accounting of all such monies received from this mortgage and any subsequent sale of the property.

It is further ORDERED AND ADJUDGED by the Court that the parties are also mortgagee and expected receipients of certain proceeds secured by land in Farmington, St. Francis County, Missouri which mortgage payments shall be made to the defendant on the 15th day of June and December of each year. Therefore, complainant shall be awarded a one-half (1/2) interest in said mortgage income, and the defendant will be required to pay directly to her one-half (1/2) of the proceeds as received semi-annually. Both parties will

be equally responsible for any mortgage payments due First National Bank in Perryville, Missouri, which obligation is secured by Deed of Trust upon the same land in Farmington, Missouri.

It is further ORDERED AND ADJUDGED by the Court that the parties are mortgagee and expected receiptients of certain proceeds secured by land in Coopertown, Robertson County, 13th Civil District, Tennessee and complainant will receive one-half (1/2) of said payment and the defendant shall be required to make a strict accounting of all such monies received from this mortgage.

It is further ORDERED AND ADJUDGED that all the household furniture, furnishings, appliances and personal property located in the home of the parties shall be awarded as the exclusive property of the complainant and the defendant will receive his clothing, personal wearing apparel and jewelry.

It is further ORDERED AND ADJUDGED by the Court that the 1977 Gran Prix automobile shall be awarded to the complainant and the 1977 Mark V automobile shall be awarded to the defendant.

It is further ORDERED AND ADJUDGED by the Court that the defendant will be required to maintain in full force and effect the present group medical insurance policy with Republic National Life covering the minor children of the parties until they have all attained the age of eighteen (18) years.

It is further ORDERED AND ADJUDGED by the Court that complainant will waive and relinquish any and all claim or right to ownership or interest in Prime Property One, Inc. or Slender Now Products.

It is further ORDERED AND ADJUDGED by the Court that the defendant will be responsible for paying any and all hospital, doctor, dental, orthodontal and medical expenses for the minor children of the parties until they attain the age of eighteen (18) years.

It is further ORDERED AND ADJUDGED that the defendant will agree to provide a four year college education for any of the minor children who wish to take advantage of said opportunity, it being understood that he will be allowed to enter into the choice of the school to be attended by any such child.

It is further ORDERED AND ADJUDGED by the Court that the defendant will maintain in full force and effect life insurance policies covering his life, in the amount of $50,000.00 with the minor children designated as the irrevocable beneficiaries thereon, until such time as they attain the age of eighteen (18) years. These policies so designated are Capital Life Insurance Company,

policy number 194697, 181698 and Western Southern Insurance Company, policy number 2374919 and NSLI, policy number V 14616075.

It is further ORDERED AND ADJUDGED that complainant will be allowed to continue to maintain ownership of approximately $180,000.00 life insurance on the life of the defendant, but she will be required to pay the premiums thereon and she can designate the beneficiaries as she deems appropriate.

It is further ORDERED AND AJUDGED by the Court that the savings accounts in the names of the minor children at Security Federal Savings and Loan will continue in the names of the children as an educational fund and neither the complainant nor the defendant will make any withdrawals therefrom without mutual agreement between the parties. Any and all amounts heretofore borrowed from said accounts and presently due and owing will be repaid by the defendant.

It is further ORDERED AND ADJUDGED by the Court that the stocks and bonds of the parties shall be awarded to the defendant.

It is further ORDERED AND ADJUDGED by the Court that complainant's solicitor of record, Robert L. Jackson, shall have and recover of the defendant, as an alimony award, a judgment for the sum of $2,000.00, for all of which execution may issue, if necessary.

It is further ORDERED AND ADJUDGED by the Court that the defendant will be responsible for paying any and all outstanding indebtedness of the parties up to the date of the granting of this divorce and he shall hold complainant harmless and indemnify her from any responsibility thereon.

The costs of this cause are taxed against the defendant, for all of which execution may issue, if necessary.

JUDGE

APPROVED:

Complainant

Solicitor for Complainant

Defendant

Solicitor for Defendant

IDENTIF. REFERENCE
JUN 2 3 45 PM '80
FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

F.9.1.6.8.4.

File Box 8

Minute Book 143 C Page 2031

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 ~~correct transcript~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* CLARA NELL DUERR LOISEAU *Plaintiff, and* JOHN ELMER LOISEAU *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* May *in the year one thousand nine hundred and* eighty *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Sue Woods, *D. C.*

Form #GR-117