IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

7-24-80
149A/463
8.8 acres
Map 72-16
Par 36 1st

BRENDA MARSHA KING)
)
VS.) NO. 80D-1212
)
WILLIAM WESLEY KING)

FINAL DECREE

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This cause came on to be heard before The Honorable Hamilton Gayden, Judge holding the First Circuit Court of Davidson County, Tennessee, upon a complaint for absolute divorce filed by the plaintiff on the charge of irreconcilable differences; and it appearing to the Court that the defendant, William Wesley King, was personally served with the complaint herein and filed no answer thereto and that the complaint has been on file for more than ninety (90) days as required by law, and after hearing testimony of the plaintiff and considering the entire record in this cause, the Court is of the opinion that a divorce should be granted.

It is, therefore, ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore subsisting between the parties are forever and perpetually dissolved and that the parties hereto are restored to all the rights and privileges of unmarried persons.

It further appearing to the Court that the parties hereto have executed a Property Settlement and Child Custody Agreement, which is as follows:

"PROPERTY SETTLEMENT AND CHILD CUSTODY AGREEMENT

"WHEREAS, it appears that Brenda Marsha King (hereinafter referred to as the Wife) and William Wesley King (hereinafter referred to as the Husband) have had unhappy differences in their marriage and desire a divorce on the ground of irreconcilable differences and have negotiated between themselves and with the aid of counsel, and have agreed as to the division of their marital estate between themselves. They have further agreed, subject to the approval of the Court, as to the custody, visitation and support of their minor children, which agreement is as follows:

"1. The Wife will retain all household furniture, fixtures and appliances.

"2. All right, title and interest which the Husband has or may have in and to the following-described real property is hereby divested out of him and vested in the Wife:

"Land in Davidson County, Tennessee, being Lot No. 48 on the Plan of Burchwood Gardens, Section 2, as of record in Book 2900, page 66, Register's Office for said County, to which plan reference is hereby made for a more complete description.

"Being the same property conveyed to William W. King and wife, Brenda M. King, by deed from James L. Sankey and wife, Carra B. Sankey, of record in Book 5228, page 766, said Register's Office.

"Further identified as Map 72-16, parcel 36.

The Wife will be responsible for payment of the mortgage on said property held by Home Federal Savings and Loan Association, and the Husband will be held harmless therefrom.

"3. The grave lots owned by the parties at Woodlawn Memorial Park shall be sold and the proceeds divided equally between the parties.

"4. The Husband shall execute the necessary documents to transfer ownership of Policy Number 63 648 595 with the John Hancock Mutual Life Insurance Company insuring the life of the Husband to the Wife as owner and beneficiary, and the Wife shall be responsible for and make the premium payments on said policy.

"5. All right, title and interest which the Husband might have to the automobile title to the Wife and used by her shall be divested out of him and vested solely in the Wife and she shall be responsible for the payment on the lien held by Commerce Union Bank.

"6. The parties hereto shall each retain possession of their individual personal belongings, such as clothing and jewelry.

"7. The Husband will be responsible for payment of the parties' debts incurred up and until their separation on February 15, 1980, including but not limited to: Account No. C843 6567D392603 with G.E.C.C. secured by furniture; Account No. 4453 006 212 747 with VISA; Account No. 690595775386 with Sears-Roebuck secured by a dryer and television. The Husband will hold harmless the Wife in the repayment of all of said debts.

"8. The parties agree that the care, custody and control of their minor children, Annie Louise King, Shelia Janette King and Jeffery Scott King, shall be in the Wife, and the Husband shall have reasonable rights of visitation to be agreed upon between the parties.

"9. The Husband will pay to the Wife the sum of One Hundred ($100.00) Dollars weekly on each Friday beginning immediately for the support and maintenance of their minor children and continuing thereafter until the children reach their majority or are no longer students, whichever is the latest. The Husband shall claim all three (3) of the minor children as dependents for income tax purposes.

"10. Hospitalization insurance coverage on the parties' minor children shall be carried by the Husband, and he shall be responsible for and pay all dental and medical expenses incurred for said children, including braces, eyeglasses, ect. until the children reach their majority or are no longer students, whichever is the latest.

"11. It is understood and agreed that this document contains the entire understanding by and between the parties and that all prior oral negotiations, statements and commitments

are hereby merged into this instrument and that this agreement can be amended only in writing with the consent of both the Husband and the Wife.

"This 1st day of June, 1980.

"/S/ Brenda King
"WIFE

"WITNESS:

/S/ Jerry King

"/S/ William W. King
"HUSBAND

"WITNESS:

/S/ Jerry King"

It is further ORDERED that said Agreement is approved by the Court and that the terms and conditions of said Agreement shall be fully and completely carried out by the parties.

It further appearing to the Court that said Agreement should be clarified in Item 9 in order to reflect the agreement of the parties more fully, it is ORDERED that the child support in the amount of One Hundred ($100.00) Dollars per week is on the basis of Thirty-three and 33/100 ($33.33) Dollars per week per child and that said amount shall terminate as to each individual child upon their reaching their majority or after they are no longer students, whichever is the latest.

It is further ORDERED that the cost of this cause is assessed against the defendant, William Wesley King, and that execution may issue if necessary.

JUDGE

APPROVED FOR ENTRY:

JOSEPH L. LACKEY, JR.
Attorney for Plaintiff

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been mailed to the defendant at his last-known address, 1018 Mansfield Avenue, Nashville, Tennessee, this 24th day of July, 1980.

JOSEPH L. LACKEY, JR.

G01-4883

IDENTIF. REFERENCE

AUG 8 9 05 AM '80

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

RUSH

STATE OF TENNESSEE

Minute Book 149A
page 463

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* Brenda Marsha King *Plaintiff, and* William Wesley King *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* 8th *day of* August *in the year one thousand nine hundred and* Eighty *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Lackey, *D. C.*