7-21-80
HC/2152

IN THE CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

PART VI, AT NASHVILLE

5-8-16 92
AL

LUTHER BEENE WHITELOW PLAINTIFF and CROSS-DEFENDANT	§	
vs.	§	NO. 96413
DOROTHY WHITELOW DEFENDANT and CROSS-PLAINTIFF	§	BOOK 5645 PAGE 55 5645 55

F I N A L D E C R E E

This cause came on to be heard on the 21st day of July, 1980, before the Honorable Robert L. Jackson, Special Judge, upon the original Complaint filed by Luther Beene Whitelow, plaintiff and cross-defendant; and the Answer filed by Dorothy Whitelow, defendant and cross-plaintiff; Bill of Particulars filed by Luther Beene Whitelow; and the Answer and Cross-Complaint filed by Dorothy Whitelow, defendant and cross-plaintiff. It now appears to the Court that the parties have entered into a settlement agreement, from all of which the Court finds: That these parties have made adequate and equitable settlement of any property rights between the parties; that the divorce complaint has been on file for more than sixty (60) days. The Court further finds that both the parties in this cause have requested the Court to grant a divorce on grounds of irreconcilable differences. On statement of counsel and the entire record, the Court dismisses the original Complaint filed by Luther Beene Whitelow and finds that the defendant and cross-plaintiff, Dorothy Whitelow, is entitled to an absolute divorce from the defendant on the grounds of irreconcilable differences.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the counter-claimant, Dorothy Whitelow, be and she is hereby granted an absolute divorce from the counter-defendant, Luther Beene Whitelow, and restored to all of the rights and privileges of an unmarried person.

It is, further ORDERED, ADJUDGED and DECREED by the Court that the Property Settlement Agreement is in all respects ratified

by the Court, and said Property Settlement Agreement is as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of May, 1980, by and between DOROTHY WHITELOW, hereinafter referred to as "Wife" and LUTHER BEENE WHITELOW, hereinafter referred to as "Husband."

W I T N E S S E T H:

WHEREAS, the parties hereto are husband and wife and there is now pending a suit for divorce between them, as referenced above; and,

WHEREAS, irreconcilable differences have arisen between the parties to cause them to determine that they can no longer continue the marriage relationship and cohabit as man and wife; and,

WHEREAS, it is the desire of the parties to enter into a written agreement making adequate and sufficient provision for the custody and maintenance of the minor children of the parties; namely, Eloise Whitelow, age 16, and Natasha Whitelow, age 7, and for the equitable settlement of the property rights between the parties, it being understood by and between the parties that by entry into this agreement they are posturing their divorce litigation in such a way as to afford the Court an opportunity to grant a divorce to them on the ground of irreconcilable differences, that being the desire of both parties. Both parties agree that this agreement shall be incorporated into the final decree in this divorce action if and when it is approved and the decree is entered by the Court.

NOW THEREFORE, for and in consideration of the mutual covenants and promises made between the parties, it is agreed as follows:

1. The husband, Luther B. Whitelow, agrees that the real property of the parties located at 308 Kingsview Drive, Nashville, Davidson County, Tennessee, will become the sole property of the wife, Dorothy Whitelow, and said property is divested out of Luther Beene Whitelow and vested solely in the said Dorothy Whitelow, with her to assume all obligations remaining thereon, and she shall hold him harmless of said obligation. Said real estate is described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 125 on the Plan of Haynes Park Subdivision, Section 3, as of record in Book 4460, page 185, Register's Office for said County.
>
> SAID Lot No. 125 fronts 74.17 feet on the northerly side of Kingsview Drive and runs back between lines, 139.43 feet on the easterly side and 115.94 feet on the westerly side to a line at the rear on which it measures 101.24 feet thereon.
>
> BEING the same property conveyed to Luther B. Whitelow and wife, Dorothy F. Whitelow, from W. L. Bainbridge Company of record in Book 4930, page 509 and 510, Register's Office for Davidson County, Tennessee.

2. Husband is divested of all household furniture and furnishings located on the premises of the real estate described above and said property is vested solely in the wife, Dorothy Whitelow.

3. Wife is to have full custody and control of the parties' minor children, Eloise Whitelow, age 16, and Natasha Whitelow, age 7. The husband shall pay to the wife the sum of Two Hundred Dollars ($200.00) per month as child support and said payments shall be reduced to One Hundred Dollars ($100.00) per month when the oldest child reaches her eighteenth birthday. The child support will cease entirely when the youngest child becomes eighteen years of age. Husband shall have reasonable visitation

rights with the minor children.

4. The husband shall pay to Herman O. Loewenstein, Attorney for wife, the sum of One Hundred Fifty Dollars ($150.00) as his fee in this cause.

5. Husband agrees to pay the court costs of this cause.

6. The parties hereto affirmatively state that this agreement is entered into voluntarily and without any undue influence or misrepresentation. The provisions of this agreement and their effect are fully known to each of the parties and each of the parties acknowledge that this agreement is fair and equitable.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

/s/ Dorothy Whitelow
WIFE

/s/ Luther Whitelow
HUSBAND

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, /s/ the undersigned, a Notary Public in and for said County and State, Dorothy Whitelow, and who acknowledged that she executed the foregoing Agreement for the purposes therein contained. This /s/ 23rd day of May, 1980.

/s/ Peggy Roberson
NOTARY PUBLIC

My Commission Expires: /s/ 4-17-83

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, /s/ Delone Anderson a Notary Public in and for said County and State, Luther Beene Whitelow, and who acknowledged that he executed the foregoing Agreement for the purposes therein contained. This the /s/ 2nd day of June, 1980.

/s/ Delone Anderson
NOTARY PUBLIC

My Commission expires: /s/ 8-19-81

It is further ORDERED, ADJUDGED and DECREED that Herman O. Loewenstein, Attorney, shall have and recover a judgment against Luther Whitelow, Plaintiff and Cross-Defendant, for services rendered to Dorothy Whitelow, Defendant and Cross-Plaintiff, which let execution issue, if necessary.

It is further ORDERED, ADJUDGED and DECREED by the Court that the costs of this cause be taxed against Luther Beene Whitelow, Plaintiff and Cross-Defendant, for which let execution issue, if necessary.

ENTER this the 21st day of July, 1980.

Robert L. Taylor
JAMES SWIGGART, JUDGE
Special

APPROVED FOR ENTRY:

Herman O. Loewenstein

HERMAN O. LOEWENSTEIN
Attorney for Defendant and
Cross-Plaintiff
1200 Third National Bank Bldg.
Nashville, Tennessee 37219

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IDENTIF. REFERENCE

SEP 2 9 39 AM '80

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TENN.

G.O. 53.96

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CERTIFICATE

This is to certify that a copy of the foregoing Final Decree has been sent by United States mail, postage prepaid, to Dan Garfinkle, Attorney for Luther Beene Whitelow, at One Commerce Place, Suite 2112, Nashville, Tennessee 37239, this the 21 day of July, 1980.

Herman O. Loewenstein

HERMAN O. LOEWENSTEIN

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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~~ True Copy *transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Luther Beene Whitelow *Plaintiff, and* Dorothy Whitelow *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* 25th *day of* July *in the year one thousand nine hundred and* Eighty *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Virginia Hutchison, *D. C.*

Form #GR-117