8-16-78
109B/1162
59-9-86LR

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

OCTAVIA LENNETTE (HICKMAN) SUMMERS) 5650 405

Plaintiff)

vs. No. 91894)

JAMES HOWARD SUMMERS, JR.)

Defendant.

FINAL DECREE

This cause came on to be heard before the Honorable Benson Trimble, Circuit Judge, on Friday, August 11, 1978, upon the Complaint of Octavia Lennette (Hickman) Summers; Order of Default Judgment; Property Settlement Agreement filed June 8, 1978; testimony under oath of the plaintiff; the arguments of her counsel, and the entire Record.

From all of the above, the Court is of the opinion and finds that irreconcilable differences exist in the marriage of these parties and that their said marriage is irretrievably broken. The Court further finds that the Property Settlement Agreement dated June 1, 1978, is appropriate, fair, and equitable.

It is, accordingly, ORDERED, ADJUDGED AND DECREED as follows:

1. Octavia Lennette (Hickman)Summers is awarded an absolute divorce from James Howard Summers, Jr. and is restored to all of the rights and privileges of an unmarried person.

2. The costs of the cause are taxed against James Howard Summers, Jr. for which let execution issue, if necessary.

3. The Property Settlement Agreement dated June 1, 1978 is approved, confirmed and ratified in all respects and is incorporated herein by reference.

"PROPERTY SETTLEMENT AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants hereinafter set out, Octavia Lennette (Hickman) Summers, hereinafter referred to as "Mrs. Summers", and James Howard Summers, Jr. (hereinafter referred to as "Mr. Summers") do hereby agree as follows:

1. At the time of the execution of this property settlement agreement, there is pending before the Fourth Circuit Court of Davidson County, Tennessee, a suit for divorce by and between the parties under Docket No. 91894. With a view toward settling their differences in all issues which might be joined in their cause, in an amicable manner, the parties have agreed to execute this instrument and, in the event that this property settlement agreement is found to be fair, equitable and satisfactory by the Fourth Circuit Court, to abide by the terms and conditions of the same. The parties are advised, and understand, that this property settlement agreement is not binding upon the Fourth Circuit Court, and in the event this property settlement agreement is not approved by the said Court, neither party waives any rights or remedies which they might have.

2. Mrs. Summers shall be awarded the care, custody and control of the minor children of these parties, Orantes Summers, age 2, Mia Summers, age 6, and Anthony Summers, age 9. Mr. Summers shall have reasonable visitation rights with said children.

3. Mr. Summers agrees to pay to the order of Mrs. Summers the sum of Seventy-five Dollars ($75.00) every two weeks as child support. All such payments will be made by Mr. Summers to the office of the Circuit Court Clerk of Davidson County, Tennessee, and any clerk's commission or other costs incident thereto will be paid by Mr. Summers.

4. Mr. Summers agrees to pay and hold Mrs. Summers harmless for all medical and dental expenses incurred by the children

of the parties until such time as each child shall attain the age of eighteen (18) years. Mr. Summers may discharge this obligation by use of major medical insurance or otherwise.

5. Mr. Summers agrees to keep in force such life insurance as exists at the time of the execution of this property settlement agreement, and to name as beneficiaries thereto his three children. He further agrees not to execute any change of beneficiary forms in regard to any such policy of life insurance.

6. At the present time, the parties hereto are the owners, as tenants by the entirety, of certain improved real property located at 4064 Boyd Drive, Nashville, Tennessee. Mrs. Summers waives all of her right, title and interest in this property and the same shall vest in Mr. Summers absolutely. Mr.Summers agrees to hold Mrs. Summers harmless for all expenses incident to the ownership of said property, including, but not limited to, mortgage payments, property tax payments, and insurance payments.

7. The personal property owned by these parties, individually and collectively, has previously been disbursed in a manner satisfactory to Mr. Summers and to Mrs. Summers.

WITNESS our hands at Nashville, Tennessee, this 1st day of June, 1978.

/s/
Octavia Lennette (Hickman) Summers

/s/
James Howard Summers, Jr. "

Enter this 16 day of Aug., 1978.

CIRCUIT JUDGE

APPROVED FOR ENTRY:

WATKINS, MCCUGIN, MCNEILLY & ROWAN

BY
William P. Sutherland
Attorney for Plaintiff

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I certify that a true and correct copy of the foregoing Order has been mailed to Mr. James Howard Summers, Jr., 4064 Boyd Drive, Nashville, Tennessee 37218, this 12 day of August, 1978.

RUSH

IDENTIF. REFERENCE
SEP 12 12 28 PM '80
FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.
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Minute Book 109B/1168 91894

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* Octavia Lennette Summers *Plaintiff, and* James Howard Summers, Jr. *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* 12th *day of* September *in the year one thousand nine hundred and* eighty *and in the* Two hundred-fifth *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____ *D. C.*