7-24-80
118B/1349,

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ETHEL-LONNIELL McKENZIE WILLIAMS)
)
)
-vs-) No. 80D-1376
)
)
CHARLES WESLEY WILLIAMS, JR.)

MAP 142
PAR 113

BOOK 5654 PAGE 276

FINAL DECREE

This cause came on to be heard this 24th day of July, 1980, before The Honorable Joe Loser, Judge of the Third Circuit Court of Davidson County, Tennessee, upon the petition for absolute divorce filed by Ethel-Lonniell McKenzie Williams, the failure of the defendant, Charles Wesley Williams, Jr., to answer within the time allowed by law, the pro confesso heretofore entered in this cause, the testimony of the plaintiff, Ethel-Lonniell McKenzie Williams, by interrogatories, the property settlement agreement six (6) pages in length, with Exhibits A and B attached thereto, and dated June 23, 1980, and the entire record in this cause, whereupon the Court awarded Ethel-Lonniell McKenzie Williams an absolute divorce on the grounds of irreconcilable differences.

It is, therefore, ORDERED, ADJUDGED AND DECREED that the plaintiff, Ethel-Lonniell McKenzie Williams, be and the same is hereby awarded an absolute divorce from the bonds of matrimony heretofore existing between her and the defendant, Charles Wesley Williams, Jr., and they are both hereby restored to all the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED AND DECREED that the property settlement agreement, six (6) pages in length, with Exhibits A and B attached thereto, and dated June 23, 1980, submitted to the Court by J. L. Thompson, III, attorney of record for Ethel-Lonniell McKenzie Williams, be and the same is hereby approved in all respects, and is the judgment of the Court, and is attached hereto as part of this final decree of divorce.

The costs of this cause are hereby taxed against the defendant, Charles Wesley Williams, Jr., for which execution may issue, if necessary.

BOOK 5654 PAGE 277

ENTER this _____ day of _____, 1980.

JUDGE

7/24/80

APPROVED FOR ENTRY:

J. L. THOMPSON, III
Attorney for Plaintiff

Enter This 24 Day of July, 1980

80-1376 11Sp/12:0

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 transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between Ethel-Lonniell McKenzie Williams *Plaintiff, and* Charles Wesley Williams, 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* 11th *day of* September *in the year one thousand nine hundred and* eighty *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Randy Bryant, *D. C.*

Form #GR-117

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing final decree has been mailed this 22nd day of July, 1980, to The Honorable Julian Blackshear, Attorney at Law, Suite 1000 Parkway Towers, Nashville, Tennessee, 37219.

1980 JUL 23 PM 2:07

GEORGE L. BOOKER, CLERK

CHILD CUSTODY AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of June, 1980, by and between the parties, ETHEL-LONNIELL McKENZIE WILLIAMS, a citizen and resident of Davidson County, Tennessee, hereinafter referred to as "WIFE", and CHARLES WESLEY WILLIAMS, also a citizen and resident of Davidson County, Tennessee, hereinafter referred to as "HUSBAND":

W I T N E S S E T H:

WHEREAS, HUSBAND and WIFE were married on the 22nd day of September, 1967, in Pryor, Oklahoma, and have maintained residence in Davidson County, Tennessee, for many years; and

WHEREAS, there have been two (2) children born of the marriage of HUSBAND and WIFE, Charles Wesley Williams, III, six (6) years of age, and Daniel Cameron McKenzie Williams, four (4) years of age; and

WHEREAS, HUSBAND and WIFE have accumulated an estate; and

WHEREAS, WIFE contemplates filing a petition for absolute divorce in the Circuit Court for Davidson County, Tennessee; and

WHEREAS, HUSBAND and WIFE desire to settle the matter of the care, custody and control of the two (2) minor children of the parties between themselves and also their property rights to their estate, and further desire to have this agreement and settlement made a part of and incorporated into any decree of divorce which may be entered dissolving the marriage of HUSBAND and WIFE, subject to the approval of the Court;

NOW, THEREFORE, IN CONSIDERATION of the premises, and in further consideration of the sum of One ($1.00) Dollar cash in hand paid by HUSBAND to WIFE and WIFE to HUSBAND, the receipt of which is hereby acknowledged by HUSBAND and WIFE, and in further consideration of the mutual execution of this agreement, it is mutually agreed by and between HUSBAND and WIFE as follows:

1. That this agreement shall be binding on HUSBAND and WIFE, their heirs, executors, administrators, and assigns, and is the whole and only agreement between HUSBAND and WIFE, and shall not be modified nor varied by parol evidence.

2. That the absolute and exclusive care, custody and control of the two (2) minor children of the parties is hereby relinquished and given by HUSBAND to WIFE, with reasonable visitation privileges in HUSBAND at reasonable times and reasonable places and at any times and places as the parties clearly and expressly agree.

3. That HUSBAND hereby agrees to pay directly to WIFE the sum of Two Hundred Fifty Dollars ($250) per month or One Hundred Twenty-Five Dollars ($125) per child per month as necessary and reasonable child support in equal installments of One Hundred Twenty-Five Dollars ($125) on or before the first and fifteenth days of each month, beginning immediately upon execution of this agreement, based on his net monthly income from all sources of ONE THOUSAND EIGHT HUNDRED DOLLARS Dollars ($1,800.00), and further agrees to furnish WIFE a copy of his income tax return each and every year hereafter until both of said minor children have reached the age of eighteen (18) years in order that WIFE may be apprised of HUSBAND's income, and further that HUSBAND and WIFE will agree on a cost of living increase in said child support payments each and every year, on or before the first day of December each year, beginning December 1, 1980, said cost of living increase in said child support payments to be based on both the income and expenses of HUSBAND and WIFE.

4. That HUSBAND also agrees to pay the tuition for the two (2) minor children of the parties, in the approximate amount of Three Thousand Three Hundred Dollars ($3,300) for the school year, 1980-81, or from September, 1980, through May, 1981, or approximately One Thousand Nine Hundred Dollars ($1,900) to the University School of Nashville for Charles Wesley Williams, III, age six (6), and One Thousand Four Hundred Dollars ($1,400) to the Children's House for Daniel Cameron McKenzie Williams, age four (4).

5. That beginning Sept. 1, 1981, HUSBAND will increase his child support payments directly to WIFE to One Thousand Dollars ($1,000) per month, or Five Hundred Dollars ($500) per child per month, from which WIFE will thereafter pay the said school tuition of said two (2) minor children of the parties.

6. That HUSBAND shall claim both of said minor children of the parties, Charles Wesley Williams, III, and Daniel Cameron McKenzie Williams, as exemptions on his federal income tax return beginning with the year 1979.

7. HUSBAND hereby relinquishes all right, title and interest in and to a certain 1978 Chevrolet Chevette automobile registered in the name of WIFE, and in the possession of and being driven by WIFE, and likewise WIFE hereby relinquishes all right, title and interest in and to a certain 1979 Oldsmobile Cutlass automobile registered in the name of HUSBAND and in the possession of and being driven by HUSBAND.

8. That all right, title and interest of HUSBAND in and to the real estate which is the home of the parties, located at 117 Bellevue Road, Nashville, Davidson County, Tennessee, more particularly described immediately hereinafter, be divested out of HUSBAND, and vested in WIFE, with HUSBAND assuming all responsibility and liability for the payment of a certain mortgage indebtedness in the original principal sum of Fifty-Nine Thousand Nine Hundred Dollars ($59,900), to Lumberman's Investment Corporation, in monthly installments of Five Hundred Fifty-Five Dollars ($555) through Aug. 1981, after which WIFE will assume all responsibility and liability for the payment of said mortgage indebtedness for the balance of said thirty- (30-) year mortgage:

> Being a small tract of land in the 9th Civil District of Davidson County, Tennessee, described according to a survey made by S. H. Hutchison, Surveyor, dated April 13, 1959, as follows:
>
> Beginning at a stake in the south margin of the New Bellevue Road at the northeast corner of the property conveyed to Wade R. Conklin, Jr., and wife, by deed from Hubert H. Dillard and wife, of record in Book 2905, page 26, Register's Office for said County, thence with the margin of said New Bellevue Road south 87° 30' east 105.00 feet to a corner of the Paul A. Ashburn two acre tract; thence with Ashburn's line south 2° 30' east 400.00 feet to a stake in the north right-of-way line of the N.C. & St. Louis Railroad; thence with the railroad right-of-way west 262.00 feet to a stake and north 87° 30' west 65.00 feet to a stake in said railroad right-of-way, the southeast corner of the Conklin Tract; thence with Conklin's line, north 38° 45' east 264.00 feet to a stake and north 10° 45' east 187.00 feet to a stake at the point and place of beginning, containing 1.8 acres.

Being the same property conveyed to Charles Williams, Jr. and wife, Ethel-Lonniell M. Williams by warranty deed from Dent Carpenter and wife, Shirley Ellis Carpenter, of record in Book 5054, Page 447, Register's Office for Davidson County, Tennessee.

9. HUSBAND hereby agrees to pay directly to WIFE the sum of Five Hundred Dollars ($500) per month as necessary and reasonable alimony, beginning Sept. 1, 1981, until she either dies or remarries, and again based on his net monthly income from all sources of ONE THOUSAND EIGHT HUNDRED DOLLARS Dollars ($ 1,800.00).

10. HUSBAND will transfer the ownership of a certain policy of insurance upon his life with the North American Life Insurance Company, policy number H-51208, in the amount of One Hundred Thousand Dollars ($100,000) to WIFE, and WIFE will thereafter pay the premiums on said policy of insurance and keep the same in full force and effect, naming WIFE as beneficiary and trustee for the exclusive use and benefit of the said two minor children of the parties, to secure this agreement, and HUSBAND will furnish WIFE with the original of said policy immediately upon execution of this agreement.

11. That HUSBAND will maintain in full force and effect and pay the premiums for a certain major medical hospitalization insurance program either through his employment or otherwise, for the use and benefit of the two minor children of the parties, and pay any difference in any medical expenses not covered by said major medical hospitalization insurance program for said minor children of the parties.

12. That HUSBAND and WIFE hereby divide all of the personal property belonging to either HUSBAND or WIFE according to Schedule A for WIFE and Schedule B for HUSBAND, attached hereto.

13. That HUSBAND hereby assumes all responsibility and liability for the payment of all outstanding debts and bills incurred by HUSBAND and WIFE prior to the granting of any final decree of divorce dissolving the marriage of HUSBAND and WIFE, except a certain One Thousand Dollar ($1,000) loan to WIFE from the First American National Bank, payable in Forty-Eight and 63/100 Dollars ($48.63) monthly installments from June, 1979, through June, 1981, for the

payment of which WIFE hereby assumes all responsibility and liability.

14. That HUSBAND hereby agrees to pay the reasonable attorney's fee of J. L. Thompson, III, attorney of record for WIFE, in the amount of Seven Hundred Fifty Dollars ($750), immediately upon execution of this agreement.

15. Both HUSBAND and WIFE acknowledge that the provisions of this child custody and property settlement agreement are fair, adequate and satisfactory to both HUSBAND and WIFE, and both HUSBAND and WIFE accept this agreement in full and final settlement of all claims and demands against each other, and both HUSBAND and WIFE hereby release and discharge each other from any and all such claims and demands except as provided in this agreement. It is further clearly and expressly understood by both HUSBAND and WIFE and agreed by and between them that this child custody and property settlement agreement is entered into without any undue influence, fraud, coercion or misrepresentation by either HUSBAND or WIFE or the attorney of record for HUSBAND or the attorney of record for WIFE.

IN WITNESS WHEREOF, the parties have read this instrument, and each and every word of it, are familiar with the contents hereof, and have signed their names this 23rd day of June, 1980.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Ethel-Lonniell McKenzie Williams
ETHEL-LONNIELL McKENZIE WILLIAMS

Personally appeared before me, Carol B. Baron, a Notary Public in and for said County and State, the within named Ethel-Lonniell McKenzie Williams, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this 23rd day of June, 1980.

Carol B. Baron
NOTARY PUBLIC

My commission expires 1/31/81.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Charles Wesley Williams Jr.
CHARLES WESLEY WILLIAMS, JR.

Personally appeared before me, [illegible], a Notary Public in and for said County and State, the within named Charles Wesley Williams, Jr., the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this 5th day of June, 1980.

[signature]
NOTARY PUBLIC

My commission expires 1/24/83

APPROVED FOR ENTRY:

[signature]
J. L. THOMPSON, III
Attorney for Wife

Julian W. Blackshear Jr.
JULIAN W. BLACKSHEAR, JR.
Attorney for Husband

IDENTIF. REFERENCE
SEP 22 2 32 PM '80
FELIX A. NELSON REGISTER
DAVIDSON COUNTY, TENN.
C.O. 89711

09/22 24.00- CHECK

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