121A/687

MAP 115-15
PARCEL 19

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

D.P.

GARNETT MERRYMAN BOWERS DANTZLER,	)	BOOK 5658 PAGE 132
Plaintiff,	)	
vs.	)	No. 80D-1672
HUBERT CLARK DANTZLER, JR.,	)	
Defendant.	)	

FINAL DECREE

This cause came on to be heard on September 16, 1980, before the Honorable Harry Lester, Judge, upon plaintiff's complaint, as amended, testimony of plaintiff in open court, defendant's answer and counterclaim having been withdrawn and defendant not contesting plaintiff's suit, property settlement agreement between the parties dated September 15, 1980, and the entire record herein, from all of which the Court finds that the allegations of plaintiff's complaint as to irreconcilable differences are sustained by the proof; that irreconcilable differences exist between plaintiff and defendant; that by said settlement agreement dated September 15, 1980, the parties have made adequate and sufficient provision for the equitable settlement of their property rights, child custody and child support, and that said settlement agreement should be approved.

It is, therefore, ORDERED and DECREED by the Court that plaintiff, Garnett Merryman Bowers Dantzler, is hereby granted an absolute divorce from defendant, Hubert Clark Dantzler, Jr., and the bonds of matrimony heretofore subsisting between said parties are perpetually dissolved; and,

It is FURTHER ORDERED and DECREED by the Court in accordance with said settlement agreement as follows:

1. Plaintiff shall have custody of Hubert Clark Dantzler, III, and Garnett Palmer Dantzler, the minor children of the parties, and defendant shall have reasonable rights of visitation with said minor children, including visitation privileges with them on alternate week ends from Saturday at 9:00 A. M. to Sunday at 5:00 P. M., alternate holidays, alternate birthdays, and one month visitation during the summer months. Defendant shall give plaintiff ample notice of the requested times and dates for such visitations.

2. Defendant shall pay to plaintiff child support for said minor children of $500 per month, which shall be $250 per month per child. Defendant's obligation to pay child support for each child shall terminate when such child dies or reaches the age of 18 years. Said payments of child support shall be made by defendant to plaintiff on the first day of each month beginning October 1, 1980.

3. All defendant's interest in the parties' house and lot located at 6309 Bresslyn Road, Nashville, Tennessee, shall be divested out of defendant and vested in plaintiff, and defendant shall execute and deliver to plaintiff a deed conveying to her all his interest in said home by no later than September 22, 1980. Plaintiff shall be responsible for discharging the mortgage on said home as and when due thereafter, and in the event plaintiff either (a) remarries, or (b) ever elects to sell said house and lot, then in either such event plaintiff shall pay defendant $15,000 within thirty days after the date of her remarriage or the closing of the sale of said house and lot. Plaintiff shall be under no obligation to sell said house and lot, but if she does, then she shall pay defendant $15,000 out of the net proceeds of such sale, after first discharging any mortgage indebtedness owing on same and paying all expenses related to any such sale. Plaintiff's obligation to pay

defendant as recited in this paragraph shall not be cumulative, and in no event shall plaintiff be obligated to pay defendant more than one $15,000 payment.

4. The following articles of personal property in said home shall be the property of defendant: Defendant's father's tools, defendant's drawing board, a coat of arms and a small statue. All other articles of personal property in said home, including without limitation, all furniture, furnishings, appliances, silverware, china, etc., shall be the sole property of plaintiff; provided, however, plaintiff shall pay defendant $250 for the sofa in the den, said payment to be made by plaintiff to defendant by no later than September 22, 1980.

5. Defendant shall furnish at his expense hospitalization, dental and medical insurance coverage for said minor children of the parties equivalent to the insurance coverage which he has heretofore provided for them, until the youngest such child reaches age 18.

6. Defendant shall keep in force at his expense life insurance on his life in the face amount of not less than $48,000 with said minor children as the beneficiaries thereunder until the youngest child reaches age 18. Defendant shall furnish to plaintiff copies of all such insurance policies for the insurance provided for herein upon request.

7. All defendant's interest in the 1970 Volkswagen automobile shall be divested out of defendant and vested in plaintiff, and all plaintiff's interest in the 1976 Pontiac automobile shall be divested out of plaintiff and vested in defendant. Each party shall execute and deliver such instruments as are necessary to transfer

to the other free and unencumbered title to said automobiles as set forth herein by no later than September 22, 1980.

8. Each party shall retain sole ownership of and title to his or her own stocks, bonds and other securities, as the same are presently owned by each party.

9. Defendant shall pay one-half of the expenses of a four year college education for each of the parties' minor children. Defendant's obligation to make such payments is adjudged and decreed to be contractual in nature in accordance with the settlement agreement executed by the parties dated September 15, 1980, and his agreement to educate said children shall be enforceable, separate, apart from and in addition to this Final Decree.

10. Defendant shall pay a fee of $500 to plaintiff's attorney, William L. Brooks, said payment to be made by no later than September 22, 1980, and plaintiff shall be responsible for paying said attorney his fees in excess of said $500 payment. Defendant shall pay his own attorney's fees and, in addition, defendant shall pay the court costs in this case and shall reimburse plaintiff for any costs she has heretofore advanced in this cause.

This 16 day of September, 1980.

Stacy D. Foster
JUDGE

Approved for entry:

William L. Brooks
Attorney for Plaintiff

Ronald W. Filgas
Attorney for Defendant

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IDENTIF. REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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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* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Garnett Marryman Bowers Dantzler *Plaintiff, and* Hubert Clark Dantzler, 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* 30th *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 _____, *D. C.*

Form #GR-117