1176/626

HARMON KOON	)	IN THE FOURTH CIRCUIT COURT
	)	FOR DAVIDSON COUNTY, TENNESSEE
VS.	)	NO. 80D-753
	)	
BETTY ANN KOON	)	

BOOK 5710 PAGE 49

FINAL DECREE

This cause came on for hearing on this the 23rd day of June, 1980 before the Hon. Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee upon the original complaint filed by the complainant, Harmon Koon and attached thereto a property settlement and custody agreement executed by both parties hereto, with the cause proceeding to trial upon the grounds of irreconcilable differences, testimony of the original complainant heard in open court, statement of counsel, and the entire record herein. From all of which the court is of the opinion and finds as follows:

It appears to the court from the testimony of the complainant that the parties have marital differences which cannot be reconciled. It further appears that the parties have entered into a property settlement agreement which was signed by both parties and submitted to the court along with the original pleadings.

In view of the testimony presented to the court and the submission of the property settlement agreement, it is ordered, adjudged and decreed that the bonds of matrimony heretofore existing between the parties are hereby dissolved and the complainant, Harmon Koon is hereby awarded an absolute divorce from the defendant, Betty Ann Koon upon the ground of irreconcilable differences and he is restored to all the rights and privileges of an unmarried person.

It further appears unto the court that the parties have entered into the following property settlement and custody agreement:

PROPERTY SETTLEMENT AND CUSTODY AGREEMENT

This agreement made and entered into on this the 3rd day of February, 1980, by and between Betty Ann Koon hereinafter called the wife and Harmon Koon, hereinafter called the husband:

WITNESSETH:

That whereas the parties are man and wife and serious marital difficulties have arisen between the parties with the parties desiring to file a complaint for absolute divorce and with the husband desiring to proceed with the complaint, and in regard to child support, custody, and real and personal property division they have entered into the following property and custody agreement which upon approval by the court shall be incorporated verbatim in any decree which shall be rendered dis-

solving their marriage.

Now therefore in consideration with the promises hereinafter set forth, the wife and husband agree as follows:

1. The husband shall make application to the court for a decree of absolute divorce upon the grounds of irreconcilable differences.

2. The custody of the two minor children of the parties to wit, Terri Lenne Koon, age 17 years and Chris DeWayne Koon, age 13 years shall be vested jointly as between the parties as the parties hereto realize that the children are of sufficient age to make the determination with which parent they wish to reside and both parties hereto agree that they shall work together in order to assure that the best interest and welfare of these two minor children are placed as priority. Further the parties agree that the parent not having actual physical possession of the child be afforded all reasonable rights of visitation from time to time as wished by the children and as the parties agree.

3. The husband shall pay to the wife the sum or $245.00 per week as child support for the support of the two minor children until the minor daughter of the parties reaches the age of 18 years. On the date that the minor daughter reaches the age of 18, the child support shall be reduced to the sum of $150.00 per week to be used for the support and maintenance of the minor son, until he becomes 18 years of age.

4. The wife shall receive the household furniture and furnishings located in her homeplace and now in her possession, free and clear of any claim to be made by the husband.

5. The wife shall receive the real property located at 129 Dodge Avenue, Nashville, Davidson County, Tennessee to be hers absolutely and in fee simple subject to the mortgages thereon.

6. The wife shall also receive the condominium of the parties located at 4001 Anderson Road, Unit 98, Nashville, Davidson County, Tennessee, to be hers absolute and in fee simple, subject to any mortgage thereon.

7. The wife shall receive the amount of $5000.00 as alimony insolido which she has already received and acknowledges receipt of said cash by the execution of this agreement.

8. The wife shall receive her 1975 Datsun automobile free and clear of the claim of the husband and the same shall be titled to her, subject to any lien thereon.

9. The husband shall receive the real property located at 2908 Lynncrest Drive, Nashville, Davidson County, Tennessee to be his absolute and in fee simple subject to any mortgages thereon.

10. The husband shall receive the real property owned by the parties located at 1320 Parry Drive, Nashville, Davidson County, Tennessee to be his absolutely and in fee simple subject to any mortgages thereon.

11. The husband shall retainthe furniture he now has in his possession.

12. The husband shall retain his 16' Seasprite boat, motor and trailer and shall retain his 1976 Pontiac Gran Prix automobile.

13. The husband shall retain the mortgage note owed to him from the sale of a houseboat having been boutht by one Chaffin McCoy and on which there is a mortgage balance due and owing to the parties herein in the amount of $4400.00

and he shall be the owner of the said mortgage note, free and clear of the claim of the wife.

14. The husband shall retain the $35,250.00 cash now in his possession free and clear of any claim of the wife.

15. The husband shall retain his business known as Family Hair Designers located at 1086 Murfreesboro Road, Nashville, Tennessee free and clear of any claim to be made by the wife.

16. Each party agrees to make no further or other claim upon the credit of the other from and after the execution of this agreement.

17. The child support designated herein will begin as of the execution of the date of this agreement.

18. Both parties will make no further or other claim for alimony against the other from and after the execution of this agreement.

19. Each party shall retain their own personal property such as clothing, jewelry and so on, free and clear of the claim of the other.

This agreement is subject to the approval of the court in the event a divorce is granted in this matter. However in the event no divorce is granted to the husband or either party herein, then this agreement is of no force and effect. If approved by the court, said agreement is a full, final and complete settlement of the parties rights and interests in and to the real and personal property of the parties and the same is entered into by them in their own free will and accord.

Both parties further agree that this agreement shall be incorporated in any final decree of divorce entered herein, in all respects and shall be and become the judgment of the court when approved.

/s/ Betty Ann Koon
Wife

/s/ Sue A. Harper
Witness

/s/ Harmon H. Koon
Husband

/s/ Lillie Hodge
Witness

It is therefore ORDERED, ADJUDGED AND DECREED that the custody of the two minor children of the parties to wit, Terri Leone Koon age 17 and Chris DeWayne Koon age 13 is hereby vested jointly as between the parties as per the property settlement agreement herein incorporated. It is further ORDERED AND DECREED that the visitation privileges of the parties not having actual physical possession of the children shall be reasonable rights of visitation as may be wished by the children and as the parties may agree from time to time.

It is further ORDERED, ADJUDGED AND DECREED that the complainant shall pay to the said Betty Ann Koon the sum of $245.00 per week as child support for the support of the two minor children until the minor daughter of the parties has reached the age of 18. On the date that

the minor daughter reaches the age of 18, the child support shall be reduced to the amount of $150.00 per week for the support and maintenance of the minor son until he becomes 18 years of age.

It is further ORDERED, ADJUDGED AND DECREED that the said Betty Ann Koon is hereby awarded the household furniture and furnishings located in her homeplace and now in her possession, free and clear of any claim of the complainant.

It is further ORDERED, ADJUDGED AND DECREED that the said Betty Ann Koon shall receive the real estate owned by the parties located at 129 Dodge Avenue, Nashville, Davidson County, Tennessee to be hers absolute and in fee simple, subject to any mortgages thereon. Said real estate is more particularly described in words and figures as follows:

119-3 34
06DA 09460

Land in Davidson County, Tennessee, being Lot No. 5 on the Plan of Crescent Heights, of record in Book 2331, page 106, Register's Office for said county.

Said Lot No. 5, fronts 70 feet on the southwesterly margin of Dodge Drive and extends back 149.85 feet on the southeasterly line and 151.5 feet on the northwesterly line to a dead line in the rear, measuring 70 feet thereon.

Being same property conveyed to Harmon Koon and wife Betty A. Koon by warranty deed from Jackie Ladd McCormack and wife Dianne McCormack in book 4807, page 949, Register's Office for Davidson County, Tennessee.

It is further ORDERED, ADJUDGED AND DECREED that the wife shall receive the amount of $5000.00 as alimony insolido which has already been received by her and acknowledged by the execution of the property settlement agreement incorporated herein.

It is further ORDERED, ADJUDGED AND DECREED that the said Betty Ann Koon shall receive the condominium of the parties located at 4001 Anderson Road, being Unit 98, Nashville, Davidson County, Tennessee to be hers absolute and in fee simple subject to the mortgage thereon. Said condo. is more particularly described in words and figures as follows:

122-15-A
98
2769154

Land in Davidson County, Tennessee, being a part of the Plan of Harbour Town Condominiums, as of record in Book 4860, page 77 & 78, Register's Office for said county, the part hereby described being:

Unit No. P-98 on said Plan, as shown in and described by the Master Deed establishing Horizontal property regime with respect to Harbour Town Condominiums.

1529

Being the same condominium conveyed to Harmon H. Koon and wife Betty Ann H. Koon by warranty deed from Harbour Town Development Inc., on the 11th day of May, 1977 of record in book 5157, page 798, Register's Office for Davidson County, Tennessee.

It is further ORDERED, ADJUDGED AND DECREED that said Betty Ann Koon shall receive her 1975 Datsun automobile, free and clear of the claim of the husband and the same shall be titled to her subject to the lien due and owing thereon which he shall be held harmless.

It is further ORDERED, ADJUDGED AND DECREED that the complaiant, Harmon H. Koon is hereby awarded the real property of the parties located at 1320 Parry Drive, Nashville, Davidson County, Tennessee to be his absolute and in fee simple, subject to any mortgages thereon. Said real estate is more particularly described in words and figures as follows:

120-14
130
2DA44506

Land in Davidson County, Tennessee, being Lot No. 54 on the plan of Airport Estates, of record in Book 1130, page 83, Register's Office for said county.

Said Lot no. 54 fronts 70.2 feet on the northerly margin of Parry Drive and extends back 158.4 feet on the easterly line and 156.5 feet on the westerly line to a dead line in the rear, measuring 70.0 feet thereon.

Being the same property conveyed to Harmon Koon and wife Betty A. Koon by deed from Donald L. Harmon and wife Emily G. Harmon, of record in Book 5175, page 705, Register's office for Davidson County, Tennessee.

It is further ORDERED, ADJUDGED AND DECREED that the husband shall receive all furniture and furnishings now in his possession free and clear of any claim of the wife.

It is further ORDERED, ADJUDGED AND DECREED that the said Harmon Koon shall receive the 16' Seasprite Boat, motor and trailer and shall retain the 1976 Pontiac Gran Prix automobile, free and clear of any claim of the wife herein.

It is further ORDERED, ADJUDGED AND DECREED that the husband shall retain the mortgage note owned by him from the sale of a houseboat having been bought by one Chaffin McCoy as reflected in the property settlement agreement incorporated herein.

It is further ORDERED, ADJUDGED, AND DECREED that the complainant shall retain the $35,250.00 cash now in his possession, free and clear of any claim of the wife and he shall further retain as his own sole property the business known as family hair designs located at 1086 Murfrees-

boro Road, Nashville, Davidson County, Tennessee all free and clear of any claim of the defendant herein.

It is further ORDERED, ADJUDGED AND DECREED that the complainant shall retain the real property located at 2908 Lynncrest Dr., Nashville, Davidson County, Tennessee to be his absolute in fee subject to the mortgage thereon. Said real property is more particularly described in words and figures as follows:

96-14
125
3DZ-6043

Land in Davidson County, Tennessee, being Lot. No. 781 on the Plan of Clover Hill, Section 9, of record in Book 2331, page 44, said Register's Office.

Said Lot No. 781, fronts 79.9 feet on the northerly margin on Lynncrest Drive and extends back 165.1 feet on the northerly margin of Lynncrest Drive and extends back 165.1 feet on the westerly line and 168.8 feet on the easterly line to a dead line in the rear, measuring 76.9 feet thereon.

Being the same property conveyed to Harmon Koon and wife Betty A. Koon by warranty deed in Book 5229, page 927, from Edgar Thomas Sparks, III and wife, Janet Wright Sparks, Register's Office for Davidson County, Tennessee.

It is further ORDERED, ADJUDGED AND DECREED that the items and portions of the property settlement and custody agreement incorporated herein is hereby approved by the court and made the judgment of the court in all respects.

The complainant shall pay the cost of this cause for all of which let execution issue if necessary.

JUDGE

7-1-80

Approved For Entry:

Attorney for Complainant

CERTIFICATE

I certify a copy of the foregoing final decree has been mailed to the defendant Betty Ann Koon c/o 1080 Murfreesboro Road, Nashville, Tennessee on this the 27 day of June, 1980.

Attorney

S29118

IDENTIF. REFERENCE

BOOK 5710 PAGE 55

RUSH

FEB 12 10 01 AM '81

FELIX A. ...LE... REGISTER
DAVIDSON COUNTY, TENN.

Docket No. 80D-753 Minute Book 117C Page 1626

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* Harmon Koon *Plaintiff, and* Betty Ann Koon *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* February *in the year one thousand nine hundred and* Eighty-One *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Virginia Hutchison, *D. C.*

Form #GR-117