IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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NINA KELLOGG SWIFT	)	
	)	
VS.	)	NO. 78314
	)	
LOUIE S. SWIFT	)	

FINAL DECREE

This cause came on to be heard on the 24th day of September, 1975 before the Honorable Stephen North, Judge, upon the Complaint for Divorce filed by Nina Kellogg Swift, the Defendant Louie S. Swift having been personally served with process, having through counsel filed an Answer and Counter Complaint, the Plaintiff having filed an Answer to the Counter Complaint; and the parties on September 24, 1975 entered into a Property Settlement Agreement providing for division of their real and personal property, custody of the parties minor child, provisions for the child support and visitation; the Plaintiff, Nina Kellogg Swift and two witnesses appeared and testified in open court. The Defendant Louie S. Swift and his attorney participated in the aforementioned Property Settlement Agreement, but did not appear in court. Upon consideration of all of the foregoing and upon the whole record in this cause, it appeared to the court that the things and matters alleged in the Complaint for Divorce filed by Nina S. Swift are true and that the Defendant Louie S. Swift has been guilty of cruel and inhuman treatment or conduct towards Nina S. Swift and that Nina S. Swift should be granted an absolute divorce. It further appeared that the Property Settlement Agreement including the provisions for custody, child support and visitation are fair and reasonable and in the best interest of the parties minor child and that same should be approved.

02/19 24.00- CHECK

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that:

1. Plaintiff Nina Kellogg Swift should be granted an absolute divorce from the Defendat Louie S. Swift and that she should be restored to all the rights and privileges of an unmarried person.

2. The Property Settlement Agreement entered into by these parties on September 24, 1975 consisting of six pages be adopted and incorporated herein by reference and be made a part of this Final Decree just as if same were copied verbatim herein and that same should be attached hereto as Exhibit 1 hereof.

Costs of this cause be assessed against the Defendant Louie S. Swift, for which let execution issue, if necessary.

JUDGE

Enter This 29 Day of Sept., 1975

APPROVED FOR ENTRY:

DEARBORN & EWING

BY: _____
ROBERT L. ECHOLS
Attorney for Defendant
1912 Parkway Towers
Nashville, Tennessee 37219

STEWART, ESTES & DONNELL

BY: _____
ROBERT W. ESTES
Attorney for Plaintiff
14th Floor, Third National Bank Building
Nashville, Tennessee 37219

Exhibit I to Final Decree

SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 24th day of September, 1975, by and between Nina Kellogge Swift, hereinafter referred to as "Plaintiff" and Louie S. Swift, hereinafter referred to as "Defendant",

WITNESSETH:

WHEREAS, there is now pending in the Fourth Circuit Court of Davidson County, Tennessee, Case No. 78314, wherein Plaintiff is seeking a divorce from the Defendant and the parties are desirous of settling certain issues and controversies in said case relating to the division of property, alimony, child custody and support, and visitation;

NOW, THEREFORE, in consideration of the terms, covenants and provisions hereinafter set forth, Plaintiff and Defendant agree as follows:

1. Plaintiff shall have the custody of the minor child of the parties, LaDonna Sue Swift. Defendant shall have visitation rights with said child on every other weekend of each month, with said visitation beginning at 8:00 P.M. on Friday and continuing until 7:30 P.M. on the following Sunday. Said child is to be picked up by the Defendant at the home of the Plaintiff or such other mutually acceptable location on each such Friday afternoon and delivered back to the Plaintiff's home or to a mutually agreeable location on Sunday evening. Defendant shall notify Plaintiff as to whether or not he is exercising his aforesaid visitation privilege by giving her notice by no later than 8:00 P.M. on the Thursday preceding the Friday on which visitation begins and, in the event the child is sick or not available for visitation for some such similar reason, plaintiff shall notify the Defendant by no later than 8:00 P.M. on the Thursday preceding the Friday on which visitation begins. In addition, the Defendant shall have visitation privileges with the said minor child on the day of, the day before, or the day after the following holidays: Christmas, Easter, July 4th, Memorial Day, Labor Day, Thanksgiving, and the

child's birthday. The exact day of said holiday visitation shall be mutually agreed upon by the parties or, if the parties cannot agree, then upon designation by the Plaintiff. Defendant shall further have visitation privileges with the said child for a period of not less than thirty (30) days, without interruption, nor more than ninety (90) days during the summer months after the close of the school year. The said summer visitation period shall be as mutually agreed upon by the parties, but preference shall be given to the Defendant's request for a particular thirty (30) day period so long as he notifies Plaintiff of said request at least thirty (30) days in advance.

2. The Defendant shall pay to Plaintiff child support for the minor child of the parties in the amount of Twenty-Five ($25.00) Dollars per week until said child is eighteen (18) years of age, said payments to commence on the Friday following the execution of this agreement. Said support payments shall be made through the Clerk of the Court.

3. Defendant shall pay to Plaintiff permanent alimony in solido by conveying to her the following tracts of land and personalty:

(a) The tract of land located on Buffalo Road in Lawrenceburg, Tennessee purchased from Mr. O. C. Graves;

(b) The tract of land located in Ethridge, Lawrence County, Tennessee, purchased from Mr. T. C. Hutchison;

(c) The mobile home which is now located on the tract of land referred to in Item (b) above, together with all the fixtures and furnishings located therein;

(d) The air conditioning unit presently servicing the mobile home referred to in (c) above.

4. All of the Defendant's interest in the 1973 Cutlass Oldsmobile automobile now in the possession of the Plaintiff shall

be divested out of the Defendant and vested solely in the Plaintiff without encumbrance. All of Defendant's interest in the 1973 Oldsmobile station wagon now in the possession of the Defendant shall be divested out of Defendant and vested in Plaintiff. Said 1973 Oldsmobile station wagon shall be free from all encumbrances. In addition, all of defendant's interest in the 1974 Volkswagon automobile shall be divested out of him and vested solely in the Plaintiff. The Plaintiff shall assume the outstandir encumbrances on said Volkswagon automobile but defendant agrees that said encumbrances shall not exceed One Thousand Eight Hundred ($1,800.00) Dollars and agrees to indemnify Plaintiff for all amounts owing in excess of One Thousand Eight Hundred ($1,800.00) Dollars. Defendant shall execute and deliver to Plaintiff such instruments as are necessary to transfer title as provided herein.

5. Defendant shall keep in force at his expense hospitalization insurance and major medical insurance for the minor child of the parties, said insurance coverage to be maintained and kept in force until said child reaches the age of eighteen (18) years. Defendant further agrees that he shall pay all necessary medical and dental expenses incurred by the said minor child of the parties which are not covered by insurance.

6. Defendant shall pay the academic tuition fees for the minor child of the parties to Nashville University School or such other private school comparable therewith provided, however, in the event the said minor child of the parties does not attend such a private school, defendant agrees to pay the necessary expenses incurred by said child while attending a college or university for a period of four school years or until said child graduates from said college or university, whichever occurs first.

7. Defendant shall establish a joint checking account between the Defendant and the minor child of the parties with the funds being used exclusively for the purchase of clothes for said minor child, and he shall expend for such purpose a sum of not less than $200.00 per year.

8. Defendant shall be awarded sole possession of the real property located in Donelson, Davidson County, Tennessee, on River View Drive. The parties shall mutually agree on an appraiser to establish the fair market value of the property within thirty (30) days of this agreement, and both parties agree to be bound by the said value so established. However, if the parties cannot mutually agree on a single appraiser, each of them shall have the right to choose an appraiser of their choice and the appraisal of each of the said appraisers shall be submitted to the Court, which shall then determine the fair market value of this real property based upon the appraisals submitted. If the parties agree on a single appraiser, the cost shall be divided equally between them. If, however, they choose to submit separate appraisals, each party shall bear the cost for his or her appraiser.

In the event the fair market value of the aforesaid real estate as determined above exceeds $15,000.00, then the defendant agrees to pay to Plaintiff one-half (1/2) of the difference between the said established fair market value and $15,000.00, said payment to be made over a period of five years from the date the fair market value is so established in equal monthly payments. However, in the event the said fair market value so established is less than $15,000.00, the Defendant may subtract the difference between $15,000.00 and the lesser established fair market value, and said amount shall be subtracted from the amount he is required to pay as provided in paragraph 12 below. * (See Addendum)

9. All of Plaintiff's interest in the Norris mobile home located on the RiverView Drive property, together with its fixtures and furnishings, shall be divested out of the Plaintiff and vested in the Defendant.

10. All of Plaintiff's interest in the real property in Benton County, Tennessee facing Rockport Road shall be divested out of the Plaintiff and vested in the Defendant.

11. The 32-inch, 7 horsepower lawnmower which is now in the possession of Plaintiff and located on the real property located in Ethridge, Lawrence County, Tennessee, shall be awarded

to the Defendant.

12. The Defendant shall also pay to Plaintiff the sum of Two Thousand Three Hundred Fifty ($2,350.00) Dollars, said sum to be paid over a period of thirty-six (36) months in equal monthly payments.

13. Both parties agree to execute and deliver to each other such instruments as are necessary to transfer title as provided herein.

This Agreement shall be exhibited to the Court at any final hearing of this case (No. 78314) and the substance of numbered paragraphs 1 through 13, including this paragraph, shall be incorporated in the Final Decree of the Court in said case.

IN WITNESS WHEREOF, the parties have executed this Agreement in triplicate the date first above written and have initialed each preceding page.

WITNESS

Nina Kellogg Swift
NINA KELLOGG SWIFT

WITNESS

Louie S. Swift
LOUIE S. SWIFT

* ADDENDUM to Paragraph 8

Further provided, that as soon as the fair market value of the River View Drive property has been established in accordance with the provisions herein, Plaintiff shall execute and deliver to Defendant a deed conveying all of her right, title and interest in said property to him. Simultaneously therewith, Defendant shall execute and deliver to Plaintiff a note in the amount of one-half (1/2) the difference between the established market value referred to herein and $15,000.00, said note to be paid over a period of five years in equal monthly installments, and said note shall be secured by a deed of trust from Defendant to Plaintiff in like amount which shall also be executed simultaneously therewith. In the event Defendant shall sell, transfer or convey the said River View Drive property prior to the five-year

period referred to in this paragraph, he shall pay to Plaintiff out of the proceeds of said sale all of the remaining balance owing, if any, as of the date of said sale on the note referred to above, and Plaintiff shall release the aforesaid deed of trust on the said property.

WITNESS

NINA KELLOGG SWIFT

WITNESS

LOUIE S. SWIFT

FEB 19 3 27 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

IDENTIF. REFERENCE

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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* NINA KELLOGG SWIFT *Plaintiff, and* LOUIE S. SWIFT *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* 19th *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 _____, *D. C.*

Form #CP-117