1238/579

IN THE SECOND CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

FILED
1981 AUG 26 AM 8:32
GEORGE L. ...

BRENDA LYNN THORNTON,
Plaintiff,
vs.
ROBERT LAYNE THORNTON, SR.,
Defendant.

BOOK 5807 PAGE 11

No. 80D-4116

Map 162-6
Par 289 Js

FINAL DECREE OF ABSOLUTE DIVORCE

THIS CAUSE came on to be heard on the 25th day of August, 1981, before the Honorable Harry S. Lester, Judge of the Second Circuit Court of Davidson County, Tennessee, upon the Complaint for Absolute Divorce heretofore filed by the plaintiff, the Answer of the defendant, the Child Custody and Property Settlement Agreement executed by the parties, the testimony of the plaintiff in open court, and the entire record in this cause. From all of which the Court is of the opinion that the allegations of the Petition are supported by the evidence and that irreconcilable differences have arisen in the marriage.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff, Brenda Lynn Thornton, be, and she is hereby awarded an absolute divorce from the defendant, Robert Layne Thornton, Sr., and the bonds of matrimony heretofore existing between them are here and now permanently dissolved, and the plaintiff is restored to all the rights and privileges of an unmarried person.

The Court is further of the opinion and affirmatively finds that the Child Custody and Property Settlement Agreement executed by the parties makes adequate and sufficient provision for the custody and maintenance of the parties minor child and for the equitable settlement of the property rights between the parties. Said Child Custody and Property Settlement Agreement is therefore incorporated in this Decree as an order of this Court in the words of the Agreement as follows:

3013 10/15 18.00- CHECK

"CHILD CUSTODY AND PROPERTY SETTLEMENT AGREEMENT

"This agreement made and entered into between BRENDA LYNN THORNTON, residing at 194 Ocala Drive, Nashville, Tennessee, herein called "wife," and ROBERT LAYNE THORNTON, SR., residing at Foxcroft Apartments, Paragon Mills Road, Nashville, Tennessee, herein called "husband."

"WITNESSETH"

"WHEREAS, the parties have been married for approximately fourteen years and there has been born of this union one child, namely, Robert Layne Thornton, Jr., born September 29, 1967, and,

"WHEREAS, in consequence of disputes and unhappy differences, the parties have heretofore separated and are now and for sometime have been living apart, and since their separation have agreed that no reconciliation is possible, and,

"WHEREAS, wife has filed a Complaint for Absolute Divorce in the Second Circuit Court of Davidson County, Tennessee, bearing docket number 80D-4116, and,

"WHEREAS, the parties desire to settle their respective property rights and the question of the custody of their child and the husband desires to make provision for the support, maintenance and medical care of the child.

"NOW, THEREOFRE, in consideration of the premises and the mutual undertakings herein contained, the parties agree as follows:

"1. Wife shall have the custody and control of the parties minor son, with full right to select and determine the domicile of said child. Husband shall have liberal rights of visitation with the child at all reasonable times and places.

"2. Husband shall pay to the wife as child support for the minor son the sum of $250.00 per month, payable one-half on or before the eighth day of each and every month and one-half on or before the 23rd day of each and every month. It is understood that the amount of child support may be modified from time to time upon a showing of sufficient change in circumstances, as is provided by law.

"3. Husband shall continue to carry the child under his medical and hospitalization coverage with his employer or under an equivalent policy paid for by husband should his employment terminate or the insurance coverage be terminated for any reason. In addition, the husband shall pay one-half of all medical, hospital, and dental expenses incurred on behalf of the son that is not paid by his insurance. Wife shall pay the other one-half of such additional expenses.

"4. All life insurance upon the husband's life and retirement benefits presently owned by the husband shall designate the parties minor son as sole beneficiary. Said designation shall not be changed except with the written consent of the wife as hereinafter provided until said son reaches age 24. Thereafter, said designation shall not be changed except with the written consent of the son. Said policies and benefits shall not be canceled, borrowed against or encumbered in any manner. Should any of said policies or benefits be canceled because of change of employment or any other reason, husband shall immediately obtain, pay for and keep current replacement policies and benefits of like quality and like dollar amount.

"It is specifically understood and agreed that if husband desires to name a trustee as beneficiary of said policy or benefits during the minority of the parties minor son and until he reaches age 24 years, he may do so so long as the designation of the trustee and the terms of the trust agreement have been approved by the wife, in writing, prior to the change of beneficiary becoming effective.

"5. The parties have effected a division of their furniture, furnishings and personal effects that is satisfactory to them. All such items presently in the possession of the wife and specifically all such items located in the residence at 194 Ocala Drive, Nashville, Tennessee shall be and become her sole and separate property. All such items presently in the possession of the husband shall be and become his sole and separate property.

"6. Wife shall have the right to claim the child as her income tax deduction for the year 1981 and every other year there-

after. So long as husband pays the child support provided for in this agreement, or as otherwise ordered to be paid by the Court, he shall have the right to claim said child as his income tax deduction for the year 1982 and every other year thereafter so long as the child support payments continue.

"7. Husband will pay to wife the sum of $300.00 representing the approximate outstanding balance owed by the parties to Castner-Knott at the time of separation and representing clothing purchased for the parties minor son, said amount having been paid by wife.

"8. The automobile presently titled in the name of wife and in the possession of wife shall remain her sole and separate property. Husband's truck shall remain his sole and separate property.

"9. The house and lot upon which it is located at 194 Ocala Drive, Nashville, Tennessee presently owned by the parties as tenants by the entirety shall from and after the date of any final decree of divorce between the parties, be and become the sole and separate property of the wife, and the husband shall be awarded a lien against said property in the sum of $7500.00. The money represented by this lien shall bear no interest. The lien shall be paid when the parties minor son reaches the age of 21 years. If not paid at that time the property will be placed upon the market and sold so that the lien may be paid. If said property should be sold prior to the son's 21st birthday the lien will be paid upon the closing of the sale. Said property is described as follows:

> A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:
>
> Lot No. 61 on the Plan of Valley Green Subdivision, as of record in Book 4460, Page 97, said Register's Office.
>
> Said Lot No. 61 fronts 81.0 feet on the north side of Ocala Drive and extends back 128.0 feet on the west line and 104.28 feet on the east line to a broken line in the rear measuring 93.55 feet thereon.
>
> Being the same property conveyed to Robert L. Thornton and wife, Brenda L. Thornton by warranty deed dated December 1, 1977, of record in Book 5228, Page 694, Register's Office of Davidson County, Tennessee.

"A copy of the final decree incorporating this property settlement may be recorded in the Register's Office as wife's evidence of title to this proeprty and as husband's evidence of lien. From and after the date of the final decree wife will be obligated to discharge the existing mortgage on the residence.

"10. Husband shall pay to Richard A. Jones, Attorney for wife, an attorney fee for representation of wife in the divorce proceeding and the negotiation and preparation of the Child Custody and Property Settlement Agreement in an amount to be agreed upon, or if no agreement can be reached, then in such amount as may be set by the Court.

"11. Each party shall, at any time and from time to time hereafter, take any and all steps and execute, acknowledge and deliver to the other party any and all further instruments and assurances that the other may reasonably require for the purpose of giving full force and effect to the provisions of this agreement.

"12. The parties agree that this Child Custody and Property Settlement Agreement shall become effective and binding upon approval by the Second Circuit Court of Davidson County, Tennessee, and its incorporation as a part of any final decree of divorce that may hereafter be entered in that Court in the case now pending therein or in any court having appropriate jurisdiction of the parties.

"13. It is understood and agreed by and between the parties that this agreement is entered into without any undue influence, fraud, coersion, or misrepresentation, and that the parties hereto have been represented by their respective attorneys in connection with the negotiation and preparation of this agreement. The previsions of this agreement and their legal effect have been fully explained to each of the parties and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntary.

"14. Husband will pay the court costs.

Executed in duplicate on this 25th day of August, 1981.

/s/ Brenda Lynn Thornton
BRENDA LYNN THORNTON

/s/ Robert Layne Thornton, Sr.
ROBERT LAYNE THORNTON, SR."

The matter of the amount of the legal fees to be paid by the defendant to the plaintiff's attorney is reserved. This matter may be brought before the Court for disposition upon simple motion.

Harry S. Lester
HARRY S. LESTER, Judge

Approved for Entry:

Richard A. Jones
RICHARD A. JONES,
Attorney for Plaintiff
18th Floor
Life and Casualty Tower
Nashville, Tn. 37219

William B. Vest
WILLIAM B. VEST,
Attorney for Defendant
635 East Main
Hendersonville, Tn. 37075

RUSH

FELIX Z. ZOLLICOFFER, CLERK & MASTER
DAVIDSON COUNTY, TENN.
OCT 15 9 55 AM '81

IDENTIF. REFERENCE

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Docket No. 80D-4116 Minute Book 123B / page 1599

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* BRENDA LYNN THORNTON *Plaintiff, and* ROBERT LAYNE THORNTON, SR. *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* 15th *day of* October *in the year one thousand nine hundred and* eighty-one *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*