IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KENNETH WAYNE WYATT,)
)
PLAINTIFF)
)
VS.) NO. 91841
)
LOIS ANN HARRIS WYANN,)
)
DEFENDANT)

FINAL DECREE

THIS CAUSE came on to be heard on the 15th day of September, 1978, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court, upon the Original Complaint for absolute divorce, default judgment duly taken and entered, testimony of the Plaintiff in open Court, statements of Plaintiff's solicitor, and upon the agreement between the parties, and upon the entire record in this cause; from all of which the Court is of the opinion and finds that the allegations of the Bill that the Plaintiff and Defendant have such irreconcilable differences between them as to render further cohabitation unsafe and improper have been fully sustained by the proof, and that the relief sought should be granted. Furthermore, the Court is of the opinion and finds that the property settlement agreement filed by the Plaintiff, which was signed by the Plaintiff and the Defendant, is proper and equitable and should be incorporated within this final decree and made a part thereof.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting between the Plaintiff, KENNETH WAYNE WYATT, and the Defendant, LOIS ANN HARRIS WYATT, be, and the same hereby are dissolved

and that the Plaintiff is hereby granted an absolute divorce from the Defendant, and the Plaintiff is restored to all the rights and privileges of an unmarried person.

IT IS, FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the property settlement agreement heretofore filed by the Plaintiff and consented to by the Defendant should be made part of this Final Decree, WHEREFORE AND NOW,

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that:

1. The Defendant, LOIS ANN HARRIS WYATT, be given sole custody and care of the two (2) minor children of the parties, Lori Ann Wyatt and Paula Ann Wyatt.

2. That the Plaintiff, KENNETH WAYNE WYATT, be granted reasonable visitation rights to see and have the said children of the parties.

3. That the Plaintiff, KENNETH WAYNE WYATT, pay to the Defendant, LOIS ANN HARRIS WYATT, as child support, the sum of Four Hundred Dollars ($400.00) per month, said amount to be paid on the first Monday of each calendar month, said Four Hundred Dollars ($400.00) to consist of Two Hundred Dollars ($200.00) per month to each child; and said child support is to be terminated as the children are emancipated.

4. That the Plaintiff shall be solely entitled to claim the two(2) minor children of the parties as dependents for the purpose of filing his income tax return.

5. That the Plaintiff, KENNETH WAYNE WYATT, execute all such deeds or other documents as may be necessary to effectuate the conveyance of all of his right, title and interest in the real property owned by the parties as tenants by the entirety and located at 4091 Port Cleburne Lane, Hermitage, Davidson County, Tennessee. And, that the said Plaintiff shall pay as part of the alimony to his wife, Lois Ann Harris Wyatt, the real estate taxes, mortgage payments and insurance premiums on said property

until the entire indebtedness is paid for, or until said Defendant remarries or dies, whichever event occurs first, said sum being Three Hundred Thirty-Eight Dollars ($338.00), per month.

6. That the Defendant, Lois Ann Harris Wyatt, be given all right, title and interest in all of the household furniture and furnishings in the aforementioned home with the exception of such personal property as the Plaintiff now has in his custody, and any interest that the Plaintiff has in such household furniture and furnishings be, and the same hereby is, divested out of him and vested solely in her.

7. That the Plaintiff has in his possession such personal property as to which he is entitled and that all interest of the Defendant in such property be, and the same hereby is, divested out of her and vested solely in him.

8. That the said Kenneth Wayne Wyatt is entitled to sole ownership of a 1976 Buick Electra Automobile and that any interest or claims that the Defendant has therein be, and the same hereby are, divested out of her and vested solely in him.

9. That all interest, right and title to a 1977 Cadillac El Dorado Automobile, which is solely in the name of Kenneth Wayne Wyatt be, and the same hereby are, divested out of him and vested solely in the Defendant.

10. That the Plaintiff is entitled to all stocks and bonds owned either in his name or jointly with the Defendant and that any interest the said Lois Ann Harris Wyatt has therein be, and the same hereby is, divested out of her and vested solely in him.

11. That the Plaintiff will keep in force the following life insurance policies or comparable ones for the benefit of the said Lois Ann Harris Wyatt and their children, Lori Ann Wyatt and Paula Ann Wyatt, until the said Lois Ann Harris Wyatt

remarries or dies, whichever event occurs first.

A whole life policy with Republic National Life, Certificate No. 30161, in the face amount of $10,000.00.

Provident Life, No. 939829, in the face amount of $100,000.00, (Term Insurance).

A Government - G.I. Insurance Policy, No. W5257119 in the face amount of $10,000.00.

Two policies with Northwestern Mutual, No. 4660492 in the face amount of $2,000.00, and No. 4903007, in the face amount of $3,000.00.

12. That the Plaintiff will maintain his present or comparable medical and hospitalization insurance on each of the two aforementioned minor children until said children attain the age of 18 years, but that he will not be responsible for any medical or hospital expenses of the said children which is not covered by said insurance.

13. That the said Plaintiff will pay to the said Defendant the sum of $262.00 per month as alimony, said payments to commence on the First Monday of the first calendar month after the decree for absolute divorce is entered, and to continue to be paid on the first Monday of each month thereafter until the first Monday of January, 1990, or until the said Lois Ann Harris Wyatt remarries, or until she dies, whichever event occurs first. This amount is in addition to the aforementioned $338.00 to be paid by Plaintiff on mortgage payments.

14. That each party will be responsible for his or her own attorney fees in this cause.

15. That all of the credit cards held by the said Lois Ann Harris Wyatt, which bear the name of the said Kenneth Wayne Wyatt and which are in an account which bears the name of Kenneth Wayne Wyatt, shall be surrendered by said Lois Ann Harris Wyatt to Kenneth Wayne Wyatt, and it is hereby ordered that same

be so surrendered; that said Kenneth Wayne Wyatt is not responsible for any of the debts or liabilities incurred on any credit card or credit account, which liability was incurred by the said Lois Ann Harris Wyatt after the date of the agreement executed by the parties hereto, the date thereof being July 8,1978, and the said Lois Ann Harris Wyatt shall hold the said Kenneth Wayne Wyatt harmless from any such liabilities, and she is hereby so ordered.

16. That the said Lois Ann Harris Wyatt has certain charge credit cards and other charge accounts which are in her own name, and not in the name of Kenneth Wayne Wyatt, and that she shall be solely responsible for such debts and the said Kenneth Wayne Wyatt shall not use such accounts or incur any liabilities in his own behalf on such accounts, and he is hereby so ordered.

17. That Lois Ann Harris Wyatt has certain savings and checking accounts in her own name at certain banks and lending institutions, and that any interest that the said Kenneth Wayne Wyatt has in such accounts, is hereby divested out of him, and vested solely in her.

18. That Kenneth Wayne Wyatt has certain savings and checking accounts in certain banks and lending institutions, which are in his own name, and that any interest that Lois Ann Harris Wyatt has therein is divested out of her and vested solely in him.

19. That Kenneth Wayne Wyatt and Lois Ann Harris Wyatt have a joint savings account in Third National Bank, and that any interest the said Kenneth Wayne Wyatt has therein is hereby divested out of him and vested solely in Lois Ann Harris Wyatt.

20. That the said Kenneth Wayne Wyatt and Lois Ann Harris Wyatt have a joint checking account in Commerce Union

Bank and that any interest the said Lois Ann Harris Wyatt has therein is hereby divested out of her and vested solely in him.

21. That the said Lois Ann Harris Wyatt is not responsible for any of the debts, necessaries, or other claims against the said Kenneth Wayne Wyatt, except as is expressly set out herein.

22. That the said Kenneth Wayne Wyatt is not responsible for any of the debts, necessaries, or other claims against the said Lois Ann Harris Wyatt, except as is expressly set out herein.

23. That the said Lois Ann Harris Wyatt, by executing the said Agreement relinquishes and forever releases any right, title, interest or claim of any nature against Kenneth Wayne Wyatt, his heirs, or estate, for any dower, curtesy or any other claim, except as expressly set out in the said agreement.

24. That the said Kenneth Wayne Wyatt, by the execution of said agreement, relinquishes and forever releases any right, title, interest or claim of any nature against Lois Ann Harris Wyatt, her heirs, or estate, for any dower, curtesy or any other claim, except as expressly set out in said agreement.

25. That the Plaintiff will pay the costs of this cause in the Circuit Court for Davidson County, Tennessee, for which let execution issue, if necessary.

SO ORDERED, ADJUDGED AND DECREED on this 27 day of Sept, 1978.

JUDGE, FOURTH CIRCUIT COURT

APPROVED FOR ENTRY:

ARTHUR A. HAYES, JR.
PEPPER AND HAYES
ATTORNEY FOR PLAINTIFF

5690 10/30 21.00 CHECK

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PLEASE

IDENTIFICATION REFERENCE

OCT 30 8 57 AM '81

FELIX A. LOCKE 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* KENNETH WAYNE WYATT *Plaintiff, and* LOIS ANN HARRIS WYATT *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* 26th *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.*

Form #GR-117