Map 103-4
Par. 68 ae

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JEAN CAROLYN DOWDY BARRETT,)
)
)
VS.) No. 80D-2746
)
)
JAMES MICHAEL BARRETT, SR.)

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R.P.
D.C.

BOOK 5817 PAGE 596

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on the 19th day of December, 1980, before the Honorable Harry S. Lester, Judge, upon the pleadings heretofore filed, the property settlement and custody agreement entered into by the parties on December 6th, 1980, the testimony of the Plaintiff, Jean Carolyn Dowdy Barrett, in open court, and the entire record in this cause. From all of the foregoing, the Court is of the opinion that a divorce should be granted upon the ground of irreconcilable differences and that the agreement entered into by and between the parties and heretofore filed with the Court should be approved and made a part of the Decree of this Court.

It is therefore ORDERED, ADJUDGED and DECREED that the Plaintiff be, and she is hereby, awarded an absolute divorce from the Defendant upon the ground of irreconcilable differences, with the parties restored to all of the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED and DECREED that the property settlement and custody agreement entered into by and between the parties, heretofore filed with the Court, be approved by the Court and made the Decree of the Court. Said agreement is in words and figures as follows:

The parties to this cause, in the interest of providing for the care and custody of their minor children and resolving their relative property rights and financial obligations, hereby enter into the following agreement, subject to the approval of the Court:

1. They acknowledge that Irreconcilable Differences have arisen between the two of them, as a result of which it is in the best interest of all parties that an absolute divorce be granted.

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in This
Document Unsatisfactory When Received.

2. All right, title and interest of James Michael Barrett, Sr., in and to the real estate generally described as 4303 Idaho Avenue, Nashville, Tennessee, will be divested out of him and vested absolutely in Jean Carolyn Dowdy Barrett, either by execution of a quitclaim deed or by a final decree of divorce of this Court. The legal description of the said property is as follows:

> LAND in Davidson County, Tennessee, being the westerly 40 feet of Lot No. 204, Block 12, on the plan of Charlotte Park, 1st Addition, of record in Book 47, Page 103, Register's Office for said County.
>
> SAID westerly part of Lot No. 204 fronts 40.0 feet on on the southerly margin of Idaho Avenue and extends back between parallel lines 150 feet to a dead line at an alley.
>
> BEING the same property conveyed to James Michael Barrett, Sr. and wife, Jean D. Barrett, by deed from William S. Dickerson and wife, Sherry G. Dickerson, of record in Book 5213, Page 18, Register's Office for said County.

Jean Carolyn Dowdy Barrett assumes any balance owed on the mortgage on the said property.

3. All contents of the house and garage located at 4303 Idaho Avenue, Nashville, Tennessee, shall become the sole and absolute property of Jean Carolyn Dowdy Barrett, free and clear of any claim, right, title and interest of James Michael Barrett, Sr.

4. James Michael Barrett, Sr. shall be allowed to enter the premises of 4303 Idaho Avenue, Nashville, Tennessee, one time, for the purpose of removing all of his personal belongings, which are presently in the residence of the parties. This will only be done when Jean Carolyn Dowdy Barrett is present.

5. James Michael Barrett, Sr. shall transfer to Jean Carolyn Dowdy Barrett all right, title and interest in and to the 1973 Buick Century automobile owned by the parties.

6. It is specifically understood by the parties that the piano which was given to their children by Mr. Barrett's aunt is now the property of the children, the marble top table which has been passed through Mr. Barrett's family shall become the property of Brooke Beth Barrett, and the rocking chair shall be the property of James Michael Barrett, Jr. All of the above items are presently located in the residence of the parties and shall remain in said residence to be held for the children until each child reaches the age of eighteen (18), at which time said items shall become the property of the children.

7. Jean Carolyn Dowdy Barrett shall have principal custody of the minor children of the parties, James Michael Barrett, Jr., age 11, and Brooke Beth Barrett, age 8. James Michael Barrett, Sr. shall have visitation with the children, as listed below, and shall neither consume nor be under the influence of any intoxicating beverage during periods of visitation with the children, nor take the children in the presence of anyone who is consuming or under the influence of any intoxicating beverage:

a. Mr. Barrett shall have the children on every other weekend from 5:00 p.m. Saturday to 6:00 p.m. Sunday. Mr. Barrett will pick-up and deliver the children and will provide the supper meal on both days.

b. Mr. Barrett shall have the children on every Christmas, Thanksgiving, and Easter from 12:00 Noon on said day to 6:00 p.m., and every other Fourth of July from 12:00 Noon July 3 to 10:00 p.m. July 4, and every other New Years from 6:00 p.m. New Years Eve to 6:00 p.m. New Years Day.

c. Mr. Barrett shall have the children for two, one-week periods during the summer.

d. Mr. Barrett will be present during all visitations for the whole duration of the visitations and the children will not be left in the custody of anyone other than himself.

8. James Michael Barrett, Sr. shall pay to Jean Carolyn Dowdy Barrett the sum of $100.00 every two weeks for the support and maintenance of the two minor children. Upon a change of circumstances of the parties or the needs of the children, either party may make application to the Court for adjustment in child support if the parties, themselves, cannot reach agreement with respect thereto. Such support shall be payable through the Clerk of the Circuit Court, without a requirement on the part of James Michael Barrett, Sr. to pay the Clerk's commission in addition thereto.

9. Upon an increase in the earnings of James Michael Barrett, Sr., he shall pay for the children's tuition and expenses incurred during their current enrollment in parochial schools.

10. James Michael Barrett, Sr. shall maintain his present hospitalization insurance, or equivalent coverage, providing coverage for both minor children.

11. James Michael Barrett, Sr. shall be responsible for all outstanding debts of the parties, (except those otherwise stated) up to and including the date of this agreement, including any balance owed upon Master Charge, credit cards of any gasoline companies, and any remaining obligation upon his Genesco stock. Jean Carolyn Dowdy Barrett shall be responsible for the outstanding debt owed to Sears & Roebuck Co. and the Metro Credit Union. From and after the date of this agreement, neither party shall incur any debt or obligation, or make any purchase, upon the credit of the other.

12. James Michael Barrett, Sr. shall not come upon the premises at 4303 Idaho Avenue except to take advantage of his visitation rights with the children, unless Jean Carolyn Dowdy Barrett shall be on the premises or shall have specifically authorized him to come upon the premises.

13. Jean Carolyn Dowdy Barrett shall be entitled to claim both children as exemptions upon her income tax returns for 1980 and subsequent years thereafter.

14. James Michael Barrett, Sr. shall authorize the transfer of service by Nashville Electric Service, Metro Water & Sewerage Services, and Nashville Gas Company into the name of Jean Carolyn Dowdy Barrett, and will authorize the transfer of deposits with these utilities to be transferred into her name. In the event that these companies shall not permit the direct transfer of such deposits, James Michael Barrett, Sr. shall withdraw the deposits and deliver them to Jean Carolyn Dowdy Barrett, to be used as deposits against the utility accounts in the future.

15. James Michael Barrett, Sr. shall transfer ownership of Policy No. 5-356-345, upon the life of James Michael Barrett, Jr., to Jean Carolyn Dowdy Barrett, executing the necessary forms in this regard. Thereafter, Jean Carolyn Dowdy Barrett shall be responsible for premium payments upon this policy.

16. Each party shall be responsible for his or her own counsel fees in connection with this proceeding, and the parties shall share equally all court costs, including costs advanced by either or both parties at the time of filing their respective actions for divorce, which have been consolidated into this action.

17. All obligations under this agreement shall take effect upon the date of the final hearing of this cause and upon the granting of an absolute divorce to the parties.

EXECUTED at Nashville, Tennessee, this 6th day of December, 1980.

S/
James Michael Barrett, Sr.

S/
Jean Carolyn Dowdy Barrett

It is further ORDERED, ADJUDGED and DECREED, in accordance with the agreement, that all court costs of the two causes which have been consolidated under this rule number shall be borne equally by the parties.

Harry S. Lester
HARRY S. LESTER JUDGE

Approved for Entry:

George H. Cate, Jr.
George H. Cate, Jr.
Attorney for Jean Carolyn Dowdy Barrett

CERTIFICATE

I, George H. Cate, Jr., Attorney for Jean Carolyn Dowdy Barrett, certify that a copy of the foregoing Decree has been mailed, postage prepaid, to the Honorable Richard R. Clark, Attorney for James Michael Barrett, Sr., on this 23rd day of December, 1980.

George H. Cate, Jr.
George H. Cate, Jr.

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IDENTIF. REFERENCE

HSN

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DAVIDSON COUNTY, TENN.

BOOK 5817 PAGE 600

Docket No. 80D-2746 Minute Book 121C / page 2341

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 transcript~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* JEAN CAROLYN DOWDY BARRETT *Plaintiff, and* JAMES MICHAEL BARRETT, 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* 10th *day of* November *in the year one thousand nine hundred and* eighty-one *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature], *D. C.*

Form #GR-117