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FILED

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1981 SEP 22 PM 3:34

GEORGE L. ACKER, CLERK

D.C.

NURLENE TALLEY (ROY) ALLEN,)
BOOK 5821 PAGE 187
Plaintiff,)
)
VS.) No. 81D-2224
)
LEE VON ALLEN,)
)
Defendant.)

Map 80-8
Par. 265

FINAL DECREE OF DIVORCE

This cause came on to be heard on September 21, 1981, before the Honorable James M. Swiggart, Judge of the Sixth Circuit Court for Davidson County, Tennessee, upon the Original Complaint for Divorce of the Plaintiff, Nurlene Talley Allen, personal service of process upon the Defendant, Lee Von Allen, testimony of the Plaintiff, statement of counsel and the entire record from which it appears to the Court that the parties have such irreconcilable differences in their marriage as renders reconciliation impossible.

It further appears to the Court that the parties have entered into a written Property Settlement Agreement and Child Custody Agreement establishing child custody and maintenance and settling their respective property rights, which agreement is in words as follows:

PROPERTY SETTLEMENT AND CHILD CUSTODY AGREEMENT

This agreement is made between Nurlene Tally (Roy) Allen, hereinafter called "wife", and Lee Von Allen, hereinafter called "husband".

WITNESSETH:

WHEREAS, the parties have been married since December 24, 1967, and there is one child of the marriage, Andria Josephine Allen, born on July 18, 1969.

WHEREAS, the parties acknowledge that irreconcilable differences have arisen between the two of them, as a result of which it is contemplated the wife will institute an action for absolute divorce based upon the grounds of irreconcilable differences in the Circuit Court for Davidson County, Tennessee.

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce shall be able to proceed upon the grounds of irreconcilable differences.

1. Personal Property: The wife shall have all right, title and interest and sole possession to all the parties' household furniture and furnishings and the husband shall divest all his right, title and interest in said property to the wife. The husband shall have sole possession and all right, title and interest in the parties' 1971 Ford Pick-up truck, serial number F10GLL64887, and 1977 Goodlife Motor Home, serial number CP223D0710096. The wife shall divest her right, title and interest in said vehicles to the husband. The husband shall have sole responsibility for any payments on said vehicles and shall hold the wife harmless from any liability resulting from any non-payments. The wife shall have sole possession and all right, title and interest in the parties' 1972 Ford Pinto stationwagon, serial number F4T124328171, and 1976 Lincoln Continental, serial number F6481A840178. The husband shall divest his right, title and interest in said vehicles to the wife. The wife shall have sole responsibility for any payments on said vehicles and shall hold the husband harmless from any liability resulting from any non-payments. The wife shall have sole possession and all right, title and interest in the parties' boat and trailer and equipment attached thereto and the husband shall divest his right, title and interest in said boat and trailer and related equipment to the wife. The wife shall have sole responsibility for any payments on said boat and trailer and shall hold the husband harmless from any liability resulting from any non-payments. The parties have heretofore divided all the remainder of their personal property. All other personal effects presently in the possession of the wife shall be her sole and separate property. All other personal effects presently in the possession of the husband shall be his sole and separate property.

2. Real Property: The parties own a house and lot known as 3224 Mexico Drive, Nashville, Tennessee (legal description below). The wife shall have the sole possession and all right, title and interest in this home; legal description as follows:

> Land in Davidson County, Tennessee, being Lot No. 51 on the Plan of Bordeaux Hills, Section 4, as of record in Book 3600, page 49, Register's Office for said County.
>
> Said Lot No. 51 fronts 55.0 feet on the easterly side of Mexico Drive and extends back 125.24 feet on the northerly line and 125.11 feet on the southerly line, to a dead line in the rear, measuring 55.0 feet thereon.

Being the same property conveyed to Lee V. Allen and wife, Nurlene T. Allen, by deed from Clarence E. Barr and wife, Mai Juanita Barr, of record in Book 4435, page 654, Register's Office for Davidson County, Tennessee.

This is improved property known as 3224 Mexico Drive, Nashville, Tennessee.

The husband shall divest himself of all his right, title and interest in the above described piece of property and vest all his right, title and interest in the wife. The wife shall be responsible for payment of the house notes pursuant to a note which is secured by a deed of trust on said property and shall hold the husband harmless from any liability resulting from any non-payment.

3. Debts: The wife shall be responsible for paying any amounts outstanding at Associates Finance Company for a bedroom suite and shall hold the husband harmless from any liability for non-payment on the applicable note. The wife shall be responsible for the payments due and owing on the 1976 Lincoln Continental and shall hold the husband harmless from any liability for non-payment on said note. The husband shall be responsible for paying any amounts outstanding at Lawhon Furniture Company, or the application loan company, and shall hold the wife harmless from any liability for non-payment on the applicable note. The husband shall be responsible for the payments due and owing on the 1977 Goodlife Motor Home and shall hold the wife harmless from any liability for the non-payment on said note. Furthermore, it is agreed that the parties shall be responsible for the payment of any accounts or charges presently listed in his or her name. Each party agrees to indemnify and hold the other harmless from any liability resulting from their failure to pay such account when due. Each party covenants and agrees that they will not, after the date of the signing of this agreement, incur or contract any debts, charges, or liability whatsoever for which the other party may become liable. The parties agree that they have made a mutually satisfactory settlement pertaining to any other joint debts not listed above prior to the date of this agreement.

4. Custody: The wife shall have the sole custody and care of the minor child of this union, Andria Josephone Allen, provided the husband shall have reasonable visitation rights.

5. Child Support: The husband shall make the following payments to the wife for the support, maintenance, and education of Andria Josephine Allen:

(a) The sum of $275.00 per month for the support, maintenance, and education of said child until the child reaches majority, marries or dies, whichever first occurs.

(b) The husband further agrees to keep the child on his hospitalization insurance policy and pay one half (1/2) of the medical and dental bills not covered under the insurance plan.

6. Insurance: The husband agrees to maintain the wife on his hospitalization insurance plan at his place of employment for as long as it is possible under the terms of his present policy. The husband agrees to maintain the life insurance policy with New York Life Insurance policy with his daughter, Andria Josephine Allen as a beneficiary. The husband further agrees to maintain the wife as a beneficiary for as long as she remains unmarried.

7. Court Costs: The wife agrees to pay Court costs in this matter.

8. This agreement will be exhibited to the Court with the Complaint for Divorce to be filed by Nurlene Allen, and the parties desire that it be incorporated in any final decree of divorce that may be entered in any Court having jurisdiction over the parties in this matter and to that end agree that it shall be submitted to the Court for its ratification and approval.

9. This agreement constitutes the entire understanding of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

10. It is understood and agreed by and between the parties that this agreement is entered into without any undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated. Both parties acknowledge that the agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the parties have hereunto signed on the dates entered below.

/s/
NURLENE TALLY ALLEN

Dated: June 9, 1981

/s/
LEE VON ALLEN

Dated: June 10, 1981

It further appears to the Court that the parties have made adequate and sufficient provision by their written Property Settlement and Child Custody Agreement for the custody and maintenance of the child of their marriage and for the equitable settlement of any property rights between the parties.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED:

(1) That the bonds of matrimony heretofore existing between the parties be dissolved and forever held naught; and that the Plaintiff and Defendant be restored to all the rights and privileges of unmarried persons.

(2) That the parties have heretofore entered into a Property Settlement Agreement, set out above, which is approved, made a part of the records of this cause herein, and incorporated into the Final Decree of Divorce. That such written Property Settlement and Child Custody Agreement makes adequate and sufficient provision for the custody and maintenance of the child of the marriage and for the equitable settlement of the property rights between the parties.

(3) The costs of this cause are to be assessed against the Plaintiff, for all of which execution may issue, if necessary.

Entered this 2nd day of September, 1981.

JAMES E. SWIGGART, Judge

APPROVED FOR ENTRY:

Daniel B. Eisenstein
Attorney for Plaintiff
St. Cloud Corner, 4th Floor
500 Church Street
Nashville, Tennessee 37219

cc: Lee Von Allen
177 Delvin Drive
Nashville, Tennessee 37211

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IDENTIF. REFERENCE

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Nov 20 2 02 PM '81

REGISTER
DAVIDSON COUNTY, TENN.

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M.B. 29B/1755

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 of~~ true copy *the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Nurlene Dalley (Roy) Allen *Plaintiff, and* Lee Von Allen *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* 20th *day of* Nov *in the year one thousand nine hundred and* 81 *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L Orgen, *D. C.*

Form #GR-117