123A/713

BOOK 5828 PAGE 247

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MACHELLE RAINWATER	)	
	)	
	)	
VS.	)	NO. 81D-127
	)	
	)	
SAMUEL KIPP RAINWATER	)	

FILED
1981 NOV -4 AM 8 00
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Map 33-8
Pa. 136

FINAL DECREE OF DIVORCE

This cause came on to be heard on Monday, October 19, 1981, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original complaint for divorce on the grounds of irreconcilable differences, the defendant having moved to withdraw his answer and counter-complaint, property settlement agreement announced in open court, and testimony of the complainant, Machelle Rainwater. From all of which the Court took the matter under advisement pending the filing of a written property settlement agreement. Said written agreement having thereafter been filed, the Court is of the opinion that the agreement is reasonable, fair and equitable, and the Court affirmatively finds that said agreement adequately provides for the support and maintenance of the parties' minor children as well as equitably disposes of the parties' real and personal property, and the Court therefore finds that said agreement should be and is hereby approved. The Court further finds that there exists between the parties such irreconcilable differences as renders a further continuation of the marriage impossible and impractical.

It is, therefore, ORDERED, ADJUDGED and DECREED that the complainant, Machelle Rainwater, should be and is hereby granted an absolute divorce and both parties are restored to all the rights and privileges of unmarried persons. The Court further finds that the property settlement agreement entered into by and between the parties is fair and equitable and adequately provides for the support and maintenance of the parties' two minor children. Said agreement is therefore approved and is made the order of this Court and is in words and figures as follows:

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PROPERTY SETTLEMENT AGREEMENT

This agreement is made and entered into at Nashville, Tennessee, on this the ____ day of _____, 1981, by and between MACHELLE RAINWATER, hereinafter referred to as "wife", and SAMUEL KIPP RAINWATER, hereinafter referred to as "husband";

W I T N E S S E T H :

THAT WHEREAS, the parties are man and wife and as a consequence of certain irreconcilable differences that have arisen between the parties, a petition for absolute divorce has been filed, and whereas the parties are desirous of settling their property and support rights subject to the approval of the Court;

THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the parties hereto agree, covenant, and bind themselves as follows:

1. CUSTODY - The wife shall have absolute custody, care and control of the parties' two minor children, to wit: Amber Lynn Rainwater and Samantha Ann Rainwater.

2. CHILD SUPPORT AND VISITATION - The husband shall pay the sum of Sixty Dollars ($60) per week directly to the wife as child support for the support and maintenance of his two minor children. In addition thereto, the husband shall provide his minor children with hospitalization and medical insurance as well as keep in effect his two existing life insurance policies in the amount of Ten Thousand Dollars ($10,000) each, with his minor children as beneficiaries on said policies.

The husband shall have visitation with his minor children on every other weekend from 6 p.m. Friday evening until 6 p.m. Sunday evening. In addition thereto, he shall have three (3) weeks of visitation with his children during the summer months, but said visitation shall not be held on consecutive weeks but shall be held in three (3) separate weekly visitation periods. In addition thereto, the husband shall have the visitation with his minor children the week following Christmas, with said visitation to begin on Christmas Day. It is strictly agreed by and between the parties that during the period of the husband's visitation, he agrees not to expose the parties' minor children to any immoral conduct, and further agrees that he or his companions will not consume alcoholic beverates during said visitation periods.

3. REAL PROPERTY - All right, title and interest in the parties' homeplace located at 323 Janette Avenue, Goodlettsville, Tennessee, shall vest solely in the wife to be hers absolutely and the husband shall be divested of any right, title or interest therein. Said property is more particularly described as follows:

> Land No. 278 on the Plan of Gatewood, Section III of record in Book 4175, Page 50, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 278 fronts 75 feet on the northwesterly margin of Janette Drive and extends back 215 feet between parallel lines to a line in the rear measuring 75 feet thereon.
>
> Being the same property conveyed to Samuel K. Rainwater and wife, Machelle L. Rainwater by deed from Bruce H. Richardson and wife, Joan Richardson from record in Book 5338, Page 641, Register's Office for Davidson County, Tennessee.

The wife shall assume the outstanding mortgage on said property and hold the husband harmless thereon. In return for the husband's property interest in said real property, the wife agrees to pay the husband the sum of Four Thousand Dollars ($4,000), with said amount to be paid within thirty (30) days of the entry of the final decree of divorce in this cause. The husband shall have thirty (30) days from the date of this agreement to vacate said premises and agrees to keep the house note current until he removes himself from the premises. In addition to the homeplace, the wife shall also receive the storage barn located in said property as well as the tools and equipment stored therein.

4. PERSONAL PROPERTY - Each party shall retain their own personal property including clothing, jewelry and other similar personal items. The parties household furniture and furnishings will be divided as follows:

Machelle Rainwater will keep the following items:

Corner Culbert
Sony Television in Bedroom
Washer and Dryer
Dishwasher
Stove
Wood Stove in Den
All China
Piano
All Hand Paintings except The Quails
Recliner
Antique Couch in Living Room
Side Board in Den
Both Beds
Pie Safe
Carnival Glass
Ships Wheel Table
Hope Chest
Bedroom Rocker
Oil Lamp in Sam's Room
Lamps in Living Room
Lamp in Amber's Room
Walnut Table in Amber's Room
Chest of Drawers in Amber's Room
School Desk in Samantha's Room
Rocker in Samantha's Room
Blankets and Quilts in Corner Culbert
Sterling Silver
Wall Cabinet in Den
Articles Sitting on Beams in Den
Artificial Flower Arrangement in Den
Antique Under Bed Pan
Chest of Drawers in Closet
Blender
Building in Back Yard
Tools to Keep Maintenance of house & yard
Lawn Mower
Weed Eater
Swing Set
Mail Box
Canister Set in Kitchen
Burgandy Pillows in Den
All Christmas Arrangements
Hope Chest and Out Buildings
Freezer
Table in Front Room
Potato Box
Vacuum Cleaner
Bar Bells

Sam Rainwater will keep the following items:

Television in Den
Picture of Quails in Den
Sewing Machine Table in Den
Small White and Beige Pillows on Den Couch
Den Couch
Kitchen Table and Chairs
Bench in Kitchen and Pillows on Bench
Refrigerator
Gun Cabinet
Antique Clock on Gun Cabinet
Lamp in Den
Box Springs and Mattress
Two Tables in Sam's Room
Blow Torches in Den
Coffee Table in Den
Coffee Table in Front Room
Bathroom furnishings
My Dog
Rocker in Den
One box of Hand Tools
Mounted Fish and Squirrel
Water Basin and Pot in Kitchen
Two Pictures in Kitchen
Camera
Iron and Board

Old Ice Box	Stereo and Tapes and Turn Table
Two plants in house	Small Fan in Bedroom
All Towels and Sheets (not Girls' sheets)	
All Kitchen Utensils	

Machelle Rainwater will retain the 1981 Cutlass Oldsmobile automobile now in her possession and shall hold the husband harmless on the notes thereon. The husband shall retain the 1979 Chevrolet Four Wheel Drive vehicle now in his possession and shall pay the notes thereon and shall hold the wife harmless on said outstanding obligation.

5. ATTORNEY'S FEES AND COURT COSTS - Each party shall pay their own respective attorney's fees and the husband shall pay the court costs in this cause.

BOTH PARTIES understand that this agreement is subject to the approval of the Court in the event a divorce is granted to either party herein, and if approved by the Court shall be incorporated in the final decree of divorce should the Court see fit to grant a divorce. Further, this agreement shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might accrue to either in the future. However, in the event that the divorce is not granted to either party or the parties reconcile, this agreement shall be of no force and effect. If approved by the Court, said agreement is a full, final and complete settlement of the property rights as between the parties and the same is entered into without any collusion between the parties but solely of their own free will and accord.

s/ Machelle Rainwater
MACHELLE RAINWATER

Sworn to and subscribed before me
this 3rd day of Nov., 1981.

Patricia Hunter
NOTARY PUBLIC

My Commission Expires: 10-17-82

s/ Samuel Kipp Rainwater
SAMUEL KIPP RAINWATER

Sworn to and subscribed before me
this 23 day of Oct., 1981.

Judy D. Spivey
NOTARY PUBLIC

My Commission Expires: 1-20-85

It is, therefore, ORDERED, ADJUDGED and DECREED that the custody of the two minor children of the parties, to wit: Amber Lynn Rainwater and Samantha Ann Rainwater, is hereby vested

in the complainant, Machelle Rainwater, with the defendant, Samuel Kipp Rainwater, to have visitation with his minor children on every other weekend from 6 p.m. Friday evening until 6 p.m. Sunday evening. It is further ORDERED that in addition thereto he shall have three (3) weeks of visitation with his children during the summner months, but said visitation shall not be on consecutive weeks but shall be held in three (3) separate weekly visitation periods. It is further ORDERED that the defendant shall have the visitation with his minor children the week following Christmas, with said visitation to begin on Christmas Day. It is further ORDERED by the Court that during the period of the husband's visitation, he shall not expose said minor children to any immoral conduct and further, he or his companions will not consume alcoholic beverages during said visitation periods with his minor children, all as reflected by the terms of the agreement incorporated herein.

It is further ORDERED, ADJUDGED and DECREED that the real property of the parties located at 323 Janette Avenue, Goodletts-ville, Tennessee, is hereby vested in the complainant, Machelle Rainwater and any right, title or interest that the defendant, Samuel Kipp Rainwater, has in and to the same is hereby divested from and reinvested in the said complainant, Machelle Rainwater, subject to the first mortgage on said property and subject to a lien retained by the defendant in the amount of Four Thousand Dollars ($4,000), and said lien retained by the defendant shall be paid within thirty (30) days of the entry of the final decree herein. Said real property is more particularly described in words and figures as follows:

> Land No. 278 on the Plan of Gatewood, Section III of record in Book 4175, Page 50, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 278 fronts 75 feet on the northwesterly margin of Janette Drive and extends back 215 feet between parallel lines to a line in the rear measuring 75 feet thereon.
>
> Being the same property conveyed to Samuel K. Rainwater and wife, Machelle L. Rainwater, by deed from Bruce H. Richardson and wife, Joan Richardson, from record in Book 5338, Page 641, Register's Office for Davidson County, Tennessee.

After payment of the interest of the defendant to him by the complainant he will have no further or other interest therein said property.

It is further ORDERED and DECREED that the defendant shall vacate said homeplace thirty (30) days from the date of the agreement signed by the parties and he further is ORDERED to keep the house note current until he removes himself from the premises. It is further ORDERED and DECREED that the complainant shall also receive the storage barn located on the property as well as tools and equipment stored therein, all being as per the terms of the property settlement agreement incorporated herein.

It is further ORDERED, ADJUDGED and DECREED that the personal property as listed in the final decree shall vest in the individual indicated and any right, title or interest that the other party has in and to the same is hereby divested from him or her and reinvested in the party as listed to retain said articles.

It is further ORDERED and DECREED that the complainant is awarded the 1981 Cutlass Oldsmobile now in her possession subject to any liens thereon and the defendant shall be held harmless on said notes. It is further ORDERED and DECREED that the defendant shall retain the 1979 Chevrolet Four Wheel Drive vehicle which is in his possession subject to the liens due and owing thereon, and the complainant shall be held harmless on said obligations.

It is ORDERED, ADJUDGED and DECREED that all parts and portions of the property settlement agreement of the property settlement agreement of the parties incorporated herein is hereby approved by the Court and made the judgment hereof in all respects.

The defendant herein shall pay the cost of this cause, for all of which let execution issue if necessary.

This the ____ day of October, 1981.

JUDGE

11-4-81

APPROVED FOR ENTRY:

ATTORNEY FOR COMPLAINANT

ATTORNEY FOR DEFENDANT

Machelle Rainwater
807 Nella Ln.
Goodlettsville, Tenn. 37072

G. 7 1 1 6 7.

IDENTIF. REFERENCE

DEC 7 3 12 PM '81

FELIX Z. WILSON II 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* MACHELLE RAINWATER *Plaintiff, and* SAMUEL KIPP RAINWATER *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* 7th *day of* December *in the year one thousand nine hundred and* eighty-one *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Sue Woods, *D. C.*

Form #GR-117