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IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

1980 OCT -7 PM 3:45

RICHARD L. ROOKER, CLERK

D.C.

GERTRUD S. YOUNG)
)
VS) NO. 80-D 609
)
WILLIAM ERNEST YOUNG)

FINAL DECREE

This cause came on for hearing on the 14th day of October, 1980, before Honorable Robert H. Lewis, Special Judge, for the Third Circuit Court for Davidson County, Tennessee, upon the original complaint filed by complainant and the pro confesso heretofore taken, said defendant having failed to answer the complaint, the property settlement of the parties, statements of counsel for the complainant and from the entire record in this cause, from all of which the Court finds that the allegations in the complaint of irreconcilable differences have been fully sustained, that is that Gertrud S. Young and William Ernest Young do have irreconcilable differences in their marriage.

IT IS ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing between the parties are hereby dissolved and that the complainant, Gertrud S. Young, is awarded an absolute divorce from the defendant, William Ernest Young, and both parties are hereby restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Property Settlement Agreement entered into by the parties is hereby approved and made the judgment of this Court. Said agreement is in the words and figures as follows:

"CHILD CUSTODY AND
PROPERTY SETTLEMENT AGREEMENT

1. WHEREAS, these parties have been married since June 27, 1957, and that there is presently one minor child in this cause, William Edward Young, age 3 years, who resides with his mother, Gertrud S. Young.

2. WHEREAS, certain differences and difficulties have arisen between the parties and a divorce action in which

instituted in the Third Circuit Court of Davidson County, Tennessee, at Nashville, and the parties have no expectations of resuming their marital relationship.

3. WHEREAS, the parties desire to enter into a Property Settlement 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 action shall proceed uncontested.

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND UNDERTAKINGS HEREINAFTER MORE FULLY SET FORTH AND FOR OTHER GOOD AND VALUABLE CONSIDERATIONS, THE PARTIES AGREE AS FOLLOWS:

I.

The parties have heretofore divided their personal property among themselves. All furniture, furnishings and personal effects presently in the possession of the wife in the parties' home, located at 2121 Neelys Bend Road shall be the sole and exclusive property of Gertrud S. Young. It is further agreed that the husband shall have as his sole and separate property his clothing, one C.B. radio, one police scanner, and all of his firearms with the exception of the parties' 38 pistol. It is further agreed between the parties that the husband shall not remove any items except those listed in this paragraph from the parties' home located at 2121 Neelys Bend Road, Madison, Tennessee 37115.

II.

It is agreed between the parties that each party shall be responsible for the payment of any accounts or charges which are 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 accounts when due. It is also agreed that the defendant shall be liable for the outstanding debts of the parties, if any, other than the debt upon the sewing machine and the home mortgage on the property located at 2121 Neelys Bend Road, Madison, Tennessee. Further, an Internal Revenue Service Tax lien has been placed upon the property located at 2121 Neelys Bend Road and it is agreed that the defendant shall be responsible for paying and removing said lien from these properties.

III.

The wife, Gertrud S. Young, is to receive the parties' 1975 Cadillac Eldorado which is debt free.

IV.

All the right, title and interest of the husband in and to the real property located at 2121 Neelys Bend Road, Madison, Tennessee, including all buildings and appurtenances thereto is divested out of him and vested in the wife. The legal description of said property is as follows:

> Land in the 11th, formerly 19th, Civil District of Davidson County, Tennessee, being part of Lot No. 5 on the Plan of the Lands of James W. Wray, deceased, as of record in Minute Book "J", page 323, County Court for said County, described as follows:
>
> Beginning in the center of Neely's Bend Road, said beginning point being 398 feet south of the southwest corner of Neely's Bend Road and Overton Lane; thence South 88° East 543 feet; thence South 400 feet to a point; thence West 544 feet, more or less, to the center of said Neely's Bend Road; thence with the center of said Road, North 400 feet to the point of beginning, containing 5 acres, more or less.
>
> Being the same property conveyed to Steven Craig LeMay and wife, Christy Jane LeMay by deed from

Connie M. Watkins, by deed of record, and further being the same property conveyed to William E. Young and wife, Gertrude Young, by deed from Steven Craig LeMay and wife, Christy Jane LeMay, of record in Book 4900, page 494, Register's Office Davidson County Tennessee.

V.

The wife, Gertrud S. Young is to have the custody of the son of the parties, William Edward Young.

The husband, William Ernest Young, is to maintain all medical insurance on the parties' minor child, and is to pay all medical expenses until said minor child reaches the age of 18. These expenses include all necessary medical and dental expenses.

VI.

The husband, William Ernest Young, further agrees to pay for the college education of the son of the parties at the college of the choice of the son, Billy.

VII.

Further, William Ernest Young will pay the amount of One Hundred ($100.00) Dollars per week as child support and further that he will pay alimony in the amount of One Hundred ($100.00) Dollars per week until such time as the wife remarries or the amount awarded as alimony may be decreased if wife obtains employment.

VIII.

Further, the husband will be allowed to claim the parties' minor child, William Edward Young, as a dependent for the years of 1980 and 1981. Further, at the conclusion of these two years the wife, Gertrud S. Young will have the option to either allow or deny William Ernest Young to claim the parties' minor son, William Edward Young, as a dependent. In order to claim the parties' minor child as a deduction for the year 1982, he should secure in writing the written consent of Gertrud S. Young, which will be given at her option at the request of the defendant, William Ernest Young.

IX.

It is agreed between the parties that the defendant, William Ernest Young, has numerous business interests and Gertrud S. Young will waive any right to profit or any claim against the assets of these business properties as a part of this property settlement agreement.

X.

The husband shall have visitation with the parties' minor child, William Edward Young, from Friday afternoon at 4 P.M. until Saturday afternoon at 6 P.M. on every other weekend. Further, the husband, William Ernest Young, is to advise the mother, Gertrud S. Young, of his intentions to exercise these visitations at least 48 hours prior to the weekend visitation, or the wife will have the option of making other available plans if not so notified. Further, the husband will be granted holiday visitations as arranged between the parties.

XI.

The defendant, William Ernest Young, shall have the right to use the shop on the property located at 2121 Neelys Bend Road, Madison, Tennessee, to use as living quarters and to use to earn a wage and living for himself so long as he lives there by himself and specifically uses the property for his own business purposes,

and for as long as the title of the property at 2121 Neelys Bend Road shall be in the name of Gertrud S. Young. It is further understood between the parties that if at any time Gertrud S. Young desires to sell the property, then this agreement will be void at the date of the transfer of the deed and title to the purchasers.

It is specifically agreed between the parties that there will be no restrictions on the travel and living arrangements in either the United States or any other foreign country which Gertrud S. Young may choose to reside with her minor son, William Edward Young.

XII.

The husband further agrees to pay any Court costs incurred as a result of this action for absolute divorce and further, that the husband and wife shall pay their respective attorneys fees.

XIII.

The parties desire that this Property Settlement Agreement be incorporated as a part of any Final Decree of Divorce that may hereinafter be entered in the Third Circuit Court for Davidson County, Tennessee, or in any other Court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

XIV.

This property settlement agreement constitutes the entire agreement and understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those expressly herein set forth.

It is understood and agreed by and between the parties that this Agreement is entered into without undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Each party acknowledges that they have read this agreement, that it is fair and equitable and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

WITNESS OUR HANDS on this the day and date written below at Nashville, Tennessee.

/s/ Gertrud S. Young
GERTRUD S. YOUNG

WITNESS:
/s/ Peggy Cardwell

7-30-1980
Date

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Sworn to and subscribed before me
this 30thday of July, 1980.

/s/ James L. Curtis
NOTARY PUBLIC

My Commission Expires: 4-22-80

/s/ William Ernest Young
WILLIAM ERNEST YOUNG

WITNESS:

/s/ J. B. Watson, Jr.

7-7-80
Date

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Sworn to and subscribed before me
this 7th day of July, 1980.

/s/ Edna S. Woods
NOTARY PUBLIC

My Commission Expires: 4-18-1982 "

IT IS FURTHER, ORDERED, ADJUDGED and DECREED that the said defendant shall pay the costs of this cause for which execution may issue if necessary.

Robert H. Lewis, Special Judge
JUDGE

APPROVED FOR ENTRY:

James L. Curtis
James L. Curtis
Attorney for Complainant
Suite 1411 Parkway Towers
Nashville, TN 37219

cc: Mr. William Ernest Young

FILED
JAN 14 4 17 PM '82
FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.
IDENTIF. REFERENCE
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DOCKET NUMBER 80D-609 MINUTE BOOK 119B, PAGE 1370

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* Gertrud S. Young *Plaintiff, and* ~~William Ernest Young~~ *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* 9th *day of* January *in the year one thousand nine hundred and* eighty-two *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Becky Dyl, *D. C.*

Form #GR-117