M&P 15-13
PAR 166

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SANDRA RUTH SHUGART BOHR)
)
)
vs.) NO. 75184
)
)
HERMAN FREDERICK BOHR, III)

BOOK 5923 PAGE 657

FINAL JUDGMENT

This cause came on to be heard this 18th day of March, 1975, before the Honorable Lewis H. Conner, Jr., Special Judge, sitting for the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original Petition for Absolute Divorce filed by the Complainant, Sandra Ruth Shugart Bohr, the answer and cross-complaint filed by the Defendant, Herman Frederick Bohr, III, and the answer to the cross-complaint, a certain four page Child Custody and Property Settlement Agreement executed by and between the parties on or about March 18, 1975, and approved for entry by counsel for both parties, the withdrawal of answer and cross-complaint of the Defendant, the testimony of the Complainant and two witnesses in open court, and the statement of counsel for both parties, and the entire record in this cause, whereupon the court found that the Complainant had proved her grounds for a divorce, to wit -- such cruel and inhuman treatment as renders further cohabitation unsafe and improper, and therefore awarded her an Absolute Divorce from the bonds of matrimony, and approved the said Child Custody and Property Settlement Agreement in all respects, and ordered the same attached hereto and made a part of and incorporated into this order.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Complainant is hereby awarded an Absolute Divorce from the bonds of matrimony heretofore existing between her and the Defendant,

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Herman Frederick Bohr, III, and she is hereby restored to all of the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the said four page Property Settlement Agreement entered into by and between the parties and approved by counsel for both parties on or about March 18, 1975, be and the same is hereby approved in all respects, and ordered to be attached hereto and incorporated herein, and the Defendant is ordered to pay the costs of this cause, for which execution for issue, if necessary. Entered this 24th Day of March, 1975

Special JUDGE

APPROVED FOR ENTRY:

J. L. Thompson, III, Solicitor for the Complainant, Sandra Ruth Shugart Bohr

O. B. Hofstetter, Jr., Solicitor for the Defendant, Herman Frederick Bohr, III

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of this foregoing Final Judgment has been mailed to the Honorable O. B. Hofstetter, Jr., Attorney at Law, 304-309 American Trust Building, Nashville, Tennessee, 37201, this 18th day of March, 1975.

J. L. Thompson, III

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H.O 4023

IDENTIF. REFERENCE

AUG 13 11 30 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

Minute Book 95 C Page 910

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 ~~correct transcript~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* SANDRA RUTH SHUGART BOHR *Plaintiff, and* HERMAN FREDERICK BOHR, III *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* 13th *day of* August *in the year one thousand nine hundred and* eighty-two *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Sue Woods, *D. C.*

Form #GR-117

CHILD CUSTODY AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT MADE AND ENTERED into this 18th day of March, 1975, by and between the parties, SANDRA RUTH SHUGART BOHR, a resident of Davidson County, Tennessee, hereinafter called "WIFE" and HERMAN FREDRICK BOHR, III, also a resident of Davidson County, Tennessee, hereinafter called "HUSBAND":

W I T N E S S E T H:

WHEREAS, HUSBAND and WIFE, were married on the _____ day of September, 1963, in Chattanooga, Tennessee, and have maintained residence in Davidson County, Tennessee, for many years, and

WHEREAS, the parties are now living separate and apart from each other, and have been living separate and apart from each other since August, 1974; and

WHEREAS, there have been three (3) children born of the marriage of HUSBAND and WIFE — Herman Frederick Bohr, IV, age 12, Valerie Anna Bohr, age 9, and Casey Martin Bohr, age 5; and

WHEREAS, HUSBAND and WIFE have accumulated an estate; and

WHEREAS, WIFE filed a Petition for Absolute Divorce on the 9th day of August, 1974, in the Fourth Circuit Court for Davidson County, Tennessee; and HUSBAND filed an Answer thereto on or about the 1st day of November, 1974, and WIFE filed a Motion to set this cause for trial at an early date, and this cause is now set for trial on the 18th day of March, 1975 in the Fourth Circuit Court for Davidson County, Tennessee; and

WHEREAS, HUSBAND and WIFE desire to settle the matter of the care, custody and control of the three (3) minor children of the parties between themselves and also their property rights to their estate, and further desire to have this agreement and settlement made a part of and incorporated into any decree of divorce which may be entered dissolving the marriage of HUSBAND and WIFE, subject to the approval of the Court;

NOW THEREFORE, IN CONSIDERATION of the premises, and in further consideration of the sum of One ($1.00) Dollar cash in hand paid by HUSBAND to WIFE and WIFE to HUSBAND, the receipt of which is hereby acknowledged by HUSBAND and WIFE, and in further consideration of the mutual execution of this agreement, it is mutually agreed by and between HUSBAND and WIFE as follows:

1. That this agreement shall be binding on HUSBAND and WIFE, their heirs, executors, administrators, and assigns, and is the whole and only agreement between HUSBAND and WIFE, and shall not be modified nor varied by parol evidence.

2. That the absolute and exclusive care, custody and control of the said minor children of HUSBAND and WIFE is hereby relinquished and given by HUSBAND to WIFE, with reasonable visitation rights in HUSBAND, at reasonable times and reasonable places.

3. That HUSBAND hereby agrees to convey and transfer all of his right, title and interest in and to the following real estate to WIFE, upon the granting of and by any final decree of divorce between the parties:

> Being Lot No. 64 on the Map of Hermitage Hills Subdivision Section I, as of record in Book 2900, page 49, Register's Office for said County.
>
> Said Lot No. 64 fronts 80.0 feet on the southwest margin of Bonnalynn Drive, and extends back between lines, measuring 151.1 feet on the southeasterly line and 152.1 feet on the northwesterly line to a line in the rear on which it measures 93.1 feet.
>
> Being the same property conveyed to Herman F. Bohr, III and wife, Sandra S. Bohr by deed from William R. Long and wife, Martha Long, of record in Book 3977, Page 604, said Register's Office.

4. That HUSBAND will transfer all of his right, title and interest in and to one certain 1973 Grand Torino Ford automobile, now in the possession of WIFE, immediately upon the execution of this agreement.

5. That HUSBAND hereby gives, transfers to WIFE and relinquishes all claim or interest in and to all of the furniture,

furnishings, carpets, drapes, pictures, lamps, appliances and all other household decorations now located at the above described real estate, 308 Bonnalynn Drive, Hermitage, Davidson County, Tennessee, for the use and benefit of WIFE and the three (3) minor children of the parties, except one RCA console color TV and a bar and stools.

6. That HUSBAND will pay directly to WIFE the sum of Four Hundred Twenty-five Dollars ($425.00) per month as necessary child support and alimony, to be divided One Hundred Dollars ($100.00) per month per child, or a total of Three Hundred Dollars ($300.00) child support, and One Hundred Twenty-five Dollars ($125.00) per month alimony, said sum to be paid in two (2) monthly installments directly to WIFE by check, said cancelled checks to be the receipt to HUSBAND for the payment therefor, said installments to be paid on the first and fifteenth of each month, beginning April 1, 1975.

Alimony payments stop on remarriage of WIFE or on her sale of residence on Bonnalynn Drive, described in Item 3 hereof.

7. HUSBAND agrees to keep in full force and effect his present medical hospitalization insurance program, naming all said minor children as additional insured for the exclusive use and benefit of said minor children of HUSBAND and WIFE.

8. That HUSBAND shall have the right to claim all three of the said minor children of the parties as exemptions on his income tax return, beginning with the taxable year, 1974.

9. That WIFE hereby gives, transfers to HUSBAND and relinquishes all right or claim to any of HUSBAND'S clothes,

personal effects, his aluminum fishing boat, 35-horsepower motor and trailer, his savings account, all of his guns, tools, or other items of personal property, including one RCA console color TV and a bar and stools, and to his stock in Robbins & Bohr, Inc., belonging to and now in the possession of HUSBAND.

10. That WIFE will transfer all of her right, title and interest in and to one certain 1974 Chevrolet Station Wagon automobile, now in the possession of HUSBAND, immediately upon the execution of this agreement.

11. That HUSBAND hereby agrees to pay the three children's current tuition, plus all doctor's, dental, and drug bills for the said three minor children of the parties in addition to said child support payments set out in paragraph six above.

12. That HUSBAND hereby agrees to pay J. L. Thompson, III, attorney for WIFE, the balance of Two Hundred Fifty Dollars ($250.00) as his reasonable attorney's fees in this cause immediately upon execution of this agreement.

13. The Court will be asked to approve this settlement in the case now pending in the Circuit Court of Davidson County, Tennessee, Rule No. 75814.

IN WITNESS WHEREOF, HUSBAND and WIFE have hereto set their hands at Nashville, Tennessee, this 18 day of March, 1975.

Sandra Ruth Shugart Bohr
SANDRA RUTH SHUGART BOHR

Herman Frederick Bohr, III
HERMAN FREDERICK BOHR, III

APPROVED FOR ENTRY:

J. L. Thompson, III, Attorney for
Sandra Ruth Shugart Bohr

O. B. Hofstetter, Jr., Attorney for
Herman Frederick Bohr, III