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IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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WOODROW W. WHITE, JR.,

Plaintiff,

vs.

REBECCA REECE WHITE,

Defendant.

DOCKET NO. 98528

IDENTIF. REFERENCE
H 64303

FELIX Z. WHITE, CLERK & MASTER
DAVIDSON COUNTY, TN
Aug 2 10 49 AM '83

FINAL DIVORCE DECREE

This cause came on to be heard on the 13th day of May, 1980, before the Honorable Joe C. Loser, Judge of the Third Circuit Court for Davidson County, Tennessee, upon the plaintiff's petition for an absolute divorce, the testimony of the plaintiff, statement of counsel and upon the entire record in this cause.

From all of which it appears that the ground of irreconcilable differences has been adequately sustained by clear proof, and that the plaintiff is entitled to an absolute divorce.

It further appears to the Court that the parties have entered into a property settlement agreement which is hereby approved by the Court.

IT IS THEREFORE ORDERED good cause having been shown that the bonds of matrimony heretofore subsisting between the plaintiff, Woodrow W. White, Jr., and the defendant, Rebecca Reece White, are forever dissolved, and that the plaintiff be restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED that the agreement which the parties have entered into is hereby approved by the Court and is as follows:

"AGREEMENT

This agreement is made and entered into this 25th day of February, 1980, by and between WOODROW W. WHITE, JR., hereinafter referred to as "Husband," and REBECCA REECE WHITE, hereinafter referred to as "Wife."

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WITNESSETH:

WHEREAS the parties are husband and wife and due to marital difficulties are separated from each other and living apart; and

WHEREAS an action has been filed in the Third Circuit Court of Davidson County, Tennessee, to dissolve the marriage of the parties on the ground of irreconcilable differences, pursuant to T.C.A. §36-801; and

WHEREAS, pursuant to the said statute, the parties desire to make an equitable settlement of their property rights; and

WHEREAS one child was born of the marriage, namely, Pamela Leigh White.

NOW, therefore, for and in consideration of the mutual covenants and agreements herein contained the parties agree and covenant as follows:

1. The Husband shall secure an uncontested absolute divorce from the Wife if the Court deems his proof to be sufficient.

2. Husband shall retain the condominium owned by the parties located at 713 Long Hunter Court, Nashboro Village, Nashville, Tennessee to be his absolutely and Husband shall pay to Wife the sum of $27,000 on or before March 1, 1980 and $3,000 on or before December 1980 which sums represent the total equity owned by the parties in said residence.

3. Each of the parties agree that the 1979 Chevrolet Chevette motor vehicle presently used by Wife is to be the sole property of Wife and the title to same is in Wife's name. There are no payments due on this motor vehicle. Husband has paid Wife's car insurance on this motor vehicle up to November, 1980 and Wife has agreed to accept the responsibility of same thereafter.

4. Each of the parties agree that the 1978 Mercury Cougar motor vehicle presently used by Husband is to be the property of Husband the title to same is in Husband's name. Husband agrees to assume the indebtedness owing on the said motor vehicle and to pay the same, and relieve Wife of any obligation in this regard.

5. The parties agree that the Husband shall have the absolute care, custody and control of the parties' minor child, Pamela Leigh White. The minor child shall be allowed to visit with the Wife at her residence at least twice a month. It is further agreed that the parties' minor child shall spend every other Christmas with the Wife, beginning the Christmas of 1980. The parties further agree that the minor child may spend her summer vacation with the Wife if the minor child so desires. The parties further agree that the minor child may decide which party she diesires to live with when she reaches the age of fifteen, and should the minor child elect to live with the Wife, the Husband shall pay the Wife $300.00 a month as child support until the minor child reaches the age of majority.

6. Each of the parties acknowledge that they have received any and all items of a personal nature that they desire to so retain and that the same was divided before this agreement was executed.

7. Husband agrees to pay Wife the sum of Six Hundred

Dollars ($600.00) per month alimony. Husband further agrees to pay Wife additional alimony in the amount of $1,200.00 payable in December of each year beginning 1980. These payments totaling $8,400.00 annually shall continue until the remarriage of the Wife.

8. Husband agrees to pay one-half of the cost of hospitalization insurance for Wife for a period of two (2) years from date of divorce.

9. Husband agrees to pay one-half of Wife's school expenses, said amount not to exceed $1,000.00, at a two year business school of her choice.

10. It is agreed and understood that this agreement is intended to be a final settlement of the property rights of the respective parties and is a full discharge from all other claims arising out of the marital relationship of the parties and that each of the parties waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction in the other's property including, without limitation, by way of dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent or distribution, right to act as administrator or executor of the other's estate, and this agreement applies to all property now owned by Husband and Wife or any property that either of them may acquire in the future.

11. Wife acknowledges that the provisions of this agreement for her support and maintenance are fair, adequate, and satisfactory to her.

12. It is agreed and understood by and between the parties that this agreement is entered into without any improper or undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated and that the parties hereto have been represented by their respective attorneys in connection with the negotiation and preparation of this agreement. The provisions in this agreement and their legal effect have been fully explained to each of the parties, and they have consulted with their respective attorneys, and each party acknowledges that he or she fully understands the full meaning and effect of this agreement and that the agreement is fair and equitable and that it is being entered into voluntarily.

13. This agreement shall be incorporated in any divorce decree dissolving the marriage of the parties.

IN WITNESS WHEREOF, the said parties have, after consultation with their respective attorneys, and having read this instrument and familiarized themselves with its contents, signed and executed this instrument.

Executed this 25th day of February, 1980.

WITNESS:

/s/ John D. Lentz

/s/ Woodrow W. White, Jr.
WOODROW W. WHITE, JR.

Executed this 24th day of February, 1980.

WITNESS:

/s/ Lee Ann Hollingsworth

/s/ Rebecca Reece White
REBECCA REECE WHITE"

IT IS FURTHER ORDERED that the plaintiff, Woodrow W.

White, Jr., shall have the absolute care, custody and control of the parties' minor child, Pamela Leigh White, until she reaches the age of fifteen, at which time the minor child may decide which party she desires to live with.

IT IS FURTHER ORDERED that the costs of this cause shall be assessed against the plaintiff, Woodrow W. White, Jr., for which execution may issue if necessary.

ENTER this _____ day of May, 1980.

JOE C. LOSER, JUDGE

5/13/80

APPROVED FOR ENTRY:

JOHN D. LENTZ
Attorney for Plaintiff
226 Third Avenue, North
Fourth Floor
Nashville, Tennessee 37201
615/327-3000

Enter This 13 Day of May, 1980

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this Final Divorce Decree has been deposited in the United States Mail to the defendant, Rebecca R. White, at her last known address, 1000 Airport Road, Apt. A-26, Huntsville, Alabama, 35800 on this the 13th day of May, 1980.

JOHN D. LENTZ

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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* ~~exact transcript~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* WOODROW W. WHITE, JR. *Plaintiff, and* REBECCA REECE WHITE *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* 24 *day of* June *in the year one thousand nine hundred and* ~~eighty-three~~ *and in the* 207 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____ D. C.