10-1-'11
25A/348

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Map 73-1
Parcel 116

SANDRA B. THOMASON,
Complainant,
vs.
GERRELL THOMASON,
Defendant.

No. 94483

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FINAL DECREE

This cause came on to be heard on this 1st day of October, 1979, before the Honorable James Swiggart, Judge of the Circuit Court for Davidson County, Tennessee, upon the complaint for absolute divorce, the defendant's answer having been previously withdrawn in this matter, the testimony of Complainant, statement of Complainant's counsel and the entire record; and it appearing to the Court from the proof and the pleadings that irreconcilable differences exist between the Complainant and the Defendant ; and that the Complainant is entitled to an absolute divorce from the Defendant; wherefore, her complaint is accordingly sustained.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court:

1. That Complainant, Sandra B. Thomason, is hereby granted an absolute divorce from the Defendant, Gerrell Thomason; that the bonds of matrimony heretofore existing between them be and the same are hereby absolutely and forever dissolved; and that the parties are hereby restored to all the rights and privileges of unmarried persons.

2. That the Property Settlement Agreement heretofore entered into by the parties and submitted to the Court be approved and made an order of this Court, as copied verbatim below:

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PROPERTY SETTLEMENT

THIS AGREEMENT, made and entered into this 1st day of Oct, 1979, by and between SANDRA B. THOMASON and GERRELL THOMASON:

W I T N E S S E T H:

WHEREAS the parties are lawfully married but are contemplating a divorce; and

WHEREAS, certain irreconcilable differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as husband and wife, and

WHEREAS, it is the desire of both parties finally for all time to determine and settle their property rights, and all dower and homestead rights and all other rights of whatever description existing between the parties growing out of the marital relationship;

NOW THEREFORE, said parties hereto, for and inconsideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. Wife shall have the permanent care and custody of the minor children of the parties with the right and privilege of the husband to visit with and have the children with him as follows: liberal visitation at the discretion of the husband.

2. It is agreed that the husband shall pay to wife as child support $200.00 per month; said payments to be made bi-monthly, beginning with the execution of this agreement.

3. It is agreed that the husband shall obtain and maintain life insurance on himself and shall maintain the minor children as beneficiaries.

4. In addition to the sums aforesaid as support and maintenance for the said children, husband shall pay, as the same are incurred, one-half of the reasonable and necessary medical, dental, nursing and hospital expenses, including but not limited to, the cost of medicines, drugs, therapy, orthodontry, and appliances for said children. Wife shall,

however, discuss the same with husband, where the circumstances permit before incurring any extraordinary medical or dental expenses.

5. Husband shall, by such documents as may be necessary and at husband's sole cost and expense, including the cost of preparing said documents, the cost of recording, transfer taxes and documentary stamps, if any, convey unto wife all of his right, title and interest in and to the home property now owned by them as tenants by the entirities and known as 2738 Bobby Avenue, Nashville, Tennessee. Wife shall assume and pay, in accordance with its terms, the existing mortgage held by Tharte & Brooks, Nashville, Tennessee, and she shall indemnify and hold husband harmless from any and all liability in connection with said mortgage.

6. The parties agree that the husband shall be entitled to all right, title, equity and interest in the 1978 Ford automobile and the 1973 Ford pick-up truck; and wife further agrees to execute all documents necessary to divest herself of her respective interest and vest it solely in the name of husband.

7. Husband agrees to assume full responsibility for the payment of the indebtedness due on said automobile to Commerce Union Bank, Nashville, Tennessee, and shall hold wife harmless on the same.

8. The parties agree that the wife shall be entitled to all right, title, equity and interest in the 1979 Chevrolet Camaro automobile; and husband further agrees to execute all documents necessary to divest himself of his respective interest and vest it solely in the name of wife.

9. Wife agrees to assume full responsibility for the payment of the indebtedness due on said automobile to GMAC, and shall hold husband harmless on the same.

10. The following items shall become the property of the husband and the wife relinquishes all right to and ownership of said property: dining room furniture, console television, den furniture, clothing, personal effects, 2 cemetary lots, bedroom furniture.

11. The following items shall become the property of the wife and the husband relinquishes all right to and ownership of said property: living room furniture, kitchen furniture, children's bedroom furniture, kitchen appliances and silverware, linen and towels, washer & dryer, 2 cemetary lots.

12. Each party covenants with the other that from this date forward, neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses.

13. Each of the parties will execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument, and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

14. It is agreed that husband will pay and continue to pay the following accounts that were made during the marriage, and shall hold wife harmless on any and all debts secured by these accounts: washer and dryer, console television, 2 cemetary lots (approximately $100.), Madison Hospital, Master charge.

15. It is agreed that wife will pay and continue to pay the following accounts that were made during the marriage, and shall hold husband harmless on any and all debts secured by these accounts: Sears, Western Auto, 2 cemetary lots (approximately $100.), Visa.

16. Any court costs incurred as a result of the pending action for absolute divorce shall be paid by husband.

17. The parties accept the provisions of this Agreement in full and final settlement satisfaction of any and all claims and rights with either of them have had or may now have against the other party with respect to alimony, main-

tenance and support; and both husband and wife further do hereby forever release to the other all claims or right to dower, homestead, alimony, inheritance, year support and all other property rights, except as provided for in this Agreement, which either has had, may now have, or may hereafter have but for this Agreement, as husband, wife, widower or widow by reason of the marital relationship now existing between the parties, in and to, or against the property of the other party whether now or hereafter acquired by such other party.

18. It is further understood and agreed by and between the parties that this Settlement Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the parties have set their signatures on this 1st day of Oct, 1979.

SANDRA B. THOMASON

GERRELL THOMASON

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ENTER this 1st day of October, 1979.

JUDGE

APPROVED FOR ENTRY:

David S. Gardner
Attorney for Complainant

RUSH

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN
SEP 7 | 26 PM '83

IDENTIF. REFERENCE

H 7.1984

cc:J.B. Watson, Jr.
3805 Gallatin Road
Nashville, Tennessee 37216

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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* Sandra B. Thomason *Plaintiff, and* Gerrell Thomason *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* September *in the year one thousand nine hundred and* eighty-three *and in the* 208th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature], *D. C.*

Form #GR-117