120A/147

CLIFT CHARLES FRANKLIN

VS.

MONA CAROL FRANKLIN

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

NO. 80D-3567 148-15-131

FILED JAN 27 11 00 25

D.C.

FINAL DECREE

BOOK 6135 PAGE 620

This cause came on for hearing on this the 20th day of January, 1981 before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee upon the counter-complaint filed herein by the defendant and counter-complainant, Mona Carol Franklin, with the original complainant, Clift Charles Franklin desiring to withdraw his original complaint and answer filed to the counter-complaint hereto, submission to the court of a executed property settlement agreement by the parties, testimony of the counter-complainant Mona Carol Franklin heard in open court, statement of counsel and the entire record herein. From all of which the court is of the opinion and finds as follows:

That the original complainant and the counter-defendant herein, Clift Charles Franklin should be hereby allowed to withdraw his original complaint and answer filed herein and it is so ordered.

It further appears to the court from the testimony of the counter-complainant, Mona Carol Franklin that the parties hereto have experienced irreconcilable differences which make a continuation of the marriage impossible and impractical.

It is therefore ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing by and between the parties are hereby dissolved and the counter-complainant, Mona Carol Franklin is hereby awarded an absolute divorce from the counter-defendant, Clift Charles Franklin upon the grounds of irreconcilable differences and she is hereby restored to all the rights and privileges of an unmarried person.

It further appears that the parties have entered into a written property settlement and custody agreement which is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

BOOK 6135 PAGE 621

This agreement entered into on this the 19 day of November, 1980, by and between MONA CAROL FRANKLIN, hereinafter called the "Wife", and CLIFT CHARLES FRANKLIN, hereinafter called the "Husband";

WITNESSETH:

THAT WHEREAS, the parties are man and wife and serious marital difficulties have arisen between them with both parties having filed complaints for absolute divorce in the Fourth Circuit Court for Davidson County, Tennessee and now with the parties having a desire to settle their rights and interests in regard to the real property, personal property and other obligations relative to child support, child custody and visitation, the parties have agreed upon the following as evidenced by their signatures hereto.

The parties further desire that this agreement be approved by the court and be incorporated verbatim into any decree which may be entered dissolving their marriage.

NOW THEREFORE, in consideration of the mutual benefits and promises hereinafter set forth the wife and husband agree as follows:

1. The wife shall make application to the court for a decree of absolute divorce upon the grounds of irreconcilable differences upon the uncontested docket of the court.

2. The homeplace of the parties located at 4040 Navaho Trail, Nashville, Tennessee shall be retained by the wife, Mona Carol Franklin to be hers absolute and in fee simple, free and clear of the claim of the defendant, but subject to the first mortgage thereon.

3. The wife shall retain her 1976 Dodge Van vehicle free and clear of any claim of the husband and the same shall be titled to her in the event it is not already titled to said wife.

4. The wife shall retain the household furniture and furnishings of the parties located in the homeplace with

the exception of those items which she agrees that the husband shall retain as his sole and separate property, one of which would be the waterbed which he purchased.

5. The custody of the minor child of the parties, to wit, Shande Dawn Franklin age five (5) years shall be vested in the wife with reasonable rights of visitation being awarded to the husband herein.

6. The husband shall pay to the wife the sum of $30.00 per week for the support and maintenance of the said child with said amount being based upon his present salary and due to the fact that he is heavily encumbered in debt at this time.

7. The parties further agree that neither shall make any further or other charges upon the credit of the other from and after the execution of this agreement and each of the parties shall pay their own respective attorney's fees.

8. The husband shall pay the cost of this cause.

9. The husband agrees to furnish hospitalization and medical insurance upon the minor daughter of the parties and will pay one-half of all medical expenses and dental expenses not covered by said insurance including all those expenses which would not be submitted to the insurance company as claims.

10. The husband shall retain his automobile free and clear of the claim of the wife.

This agreement is subject to the approval of the court in the event a divorce is granted to either party herein. However, in the event that no divorce is granted to either party, then this agreement is of no force and effect.

If approved by the court then this agreement is a full, final and complete settlement of the parties rights and interests in and to the personal and real property of the parties and the same is entered into by them of their own free will and accord. Both parties agree that this agreement will be incorporated into any final decree of divorce entered herein and shall be and become the judgment of the court when approved.

Jewell Robinson
WITNESS

Mona C. Franklin
WIFE

WITNESS

Clyde C. Franklin
HUSBAND

It is accordingly ORDERED, ADJUDGED AND DECREED that the homeplace of the parties located at 4040 Navaho Trail, Nashville, Tennessee is hereby vested in the counter-complainant, Mona Carol Franklin to be hers absolute and in fee simple subject to the first mortgage thereon and any right, title or interest that the said Clift Charles Franklin has in and to the same is hereby divested from him and reinvested in the counter-complainant to be hers absolute. Said real property is more particularly described in words and figures as follows:

> Land in Davidson County, Tennessee being lot no. 27 on the plan of Apache Hills, Section Five, Part 2, of record in Book 5050, page 39, Register's Office for said County.
>
> Said Lot No. 27 fronts 44.30 feet on the northeasterly margin of Navaho Trail and extends back 124.75 feet on the northwesterly line and 97.0 feet on the southerly line to a dead line in the rear, measuring 115.37 feet thereon.
>
> Being the same property conveyed to Clift C. Franklin, and wife Mona C. Franklin by warranty deed from Redi-Built Products, Inc., of record in book 5214, Page 470, Register's Office for Davidson County, Tennessee.
>
> This conveyance is subject to any and all existing easements of record.

It is further ORDERED, ADJUDGED AND DECREED that the custody of the minor child of the parties, to wit Shandy Dawn Franklin age 5 years is hereby vested in the counter-complainant, Mona Carol Franklin with reasonable rights of visitation being awarded to the counter-defendant, Clift Charles Franklin.

It is further ORDERED AND DECREED that the counter-defendant, Clift Charles Franklin shall pay to the counter-complainant Mona Carol Franklin the sum of $30.00 per week for the support and maintenance of said minor child with said amount being based upon his present salary due to the fact that he is heavily encumbered in debt at the time of this final decree.

It is further ORDERED that the counter-defendant, Clift Charles Franklin shall furnish hospitalization and medical insurance upon the minor daughter of the parties and he shall pay one-half of all medical and dental expenses not covered by said insurance including all of those expenses which would not be submitted to the

insurance company as claims, all in accordance with the agreement incorporated herein.

It is further ORDERED AND DECREED that the counter-complainant is awarded the household furniture and furnishings located in the homeplace of the parties to be hers absolute and in fee simple, with the exception of those items which she and the counter-defendant have agreed will remain his sole and separate property.

It is further ORDERED, ADJUDGED AND DECREED that the property settlement agreement incorporated herein is hereby approved by the court and is hereby made the judgment hereof.

The counter-defendant, Clift Charles Franklin shall pay the cost of this cause for all of which let execution issue if necessary.

This the 27 day of January, 1981.

JUDGE

Approved for Entry:

Attorney for Defendant and Counter-Complainant

Attorney for Complainant and Counter-Defendant

CERTIFICATE

I certify a copy of this final decree has been mailed to the Hon. David J. Levine, Attorney for Complainant and counter-defendant on this the 23rd day of January, 1981.

ATTORNEY

I certify a copy of this final decree has been mailed to the counter-defendant, Clift Charles Franklin, c/o Western Electric Co., Polk Avenue, Nashville, Tennessee on this the 23rd day of Jan., 1981.

ATTORNEY

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IDENTIF. REFERENCE

BOOK 6135 PAGE 625

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FELIX Z. MILSON JR. REGISTER
DAVIDSON COUNTY, TN

RUSH

DocketNo. 80D-3567 Minute Book 120A Page 147

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* ~~correct transcript~~ True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Clift Charles Franklin *Plaintiff, and* Mona Carol Franklin *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* 12th *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 Virginia Laary, *D. C.*

Form #GR-117