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GEORGE L. HOOKER, CLERK

BONNIE ROSE WISEMAN)
) IN THE THIRD CIRCUIT COURT
) FOR DAVIDSON COUNTY, TENNESSEE
VS.) NO. 80D-1027
) D.C.
)
ELTON LEE WISEMAN)

BOOK 6150 PAGE 450

FINAL DECREE

This cause came on to be heard on this the 2nd day of September, 1980 before the Hon. Joe C. Loser, Jr., Judge of the Third Circuit Court for Davidson County, Tennessee upon the original complaint filed by the complainant, Bonnie Rose Wiseman, charging the grounds of irreconcilable differences, with executed property settlement agreement by and between the parties filed with said complaint, testimony of the complainant heard in open court, statement of counsel, and the entire record herein. From all of which the court finds as follows:

That from the testimony of the complainant it appears to the court that the parties have irreconcilable differences which make a continuation of the marriage both 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 that the complainant, Bonnie Rose Wiseman is hereby awarded an absolute divorce from the defendant, Elton Lee Wiseman upon the grounds of irreconcilable differences.

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

PROPERTY SETTLEMENT AND CUSTODY AGREEMENT

This agreement made and entered into on this the _____ day of _____, 1980, by and between BONNIE ROSE WISEMAN, hereinafter called the "wife", and ELTON LEE WISEMAN, hereinafter called the "husband";

WITNESSETH:

THAT whereas the parties are man and wife and serious marital difficulties have arisen by and between the parties with the wife having filed a complaint for absolute divorce and with the parties now desiring to settle their respective rights in regard to child support, custody and the disposition of the real and personal property of the parties, they have entered

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

into the following property settlement and custody agreement which upon approval by the court shall be incorporated verbatim in any decree which shall be entered dissolving their marriage.

NOW THEREFORE, in consideration of the premises and 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 an uncontested decree of absolute divorce.
2. The parties shall have joint custody of the minor son of the parties, to wit, Kevin Lee Wiseman, age 16 years as both parties feel that the child is of sufficient age to choose the parent with which he desires to live.
3. The husband agrees to pay to the wife the sum of $125.00 per month for the support and maintenance of the minor child of the parties, to wit, Kevin Lee Wiseman until said son is 18 years of age, or as long as he lives at the home of the wife and attends school, inclusive of his college school attendance. The husband also agrees to pay the sum of $125.00 per month to the wife for the daughter Kimberly Kay Wiseman as long as she remains in college. The husband signs this agreement knowing full well that he is under no obligation to pay support for a child having attained the age of 18 years, however, by the execution of this agreement, he contracts to pay said sums of $125.00 per month per child as long as said children remain in college program not to exceed 4 consecutive years after they have reached their 18th birthday.
4. The husband agrees to pay all medical, doctor and dental bills of the children of the parties as long as they reside in the homeplace with the wife.
5. The wife shall receive the household furniture and furnishings of the parties located in the homeplace at 316 Seneca Drive, Donelson, Tennessee to be hers absolute and in fee simple. The wife shall retain the homeplace of the parties located at 316 Seneca Drive, Donelson, Tennessee to be hers absolute and in fee simple, however in the event she remarries, or cohabits with any other male not related to her family in said homeplace, or desires to sell said residence whichever might occur first, the husband shall receive one-half of the proceeds of sale of said real estate after payment of the first mortgage and expenses of sale, however, he shall reimburse out of his one-half of the proceeds of sale, one-half of the amount of all notes paid by the wife to preserve said asset during the time she uses said homeplace as her residence. The parties agree that the final decree shall reflect a lien for one-half of the notes paid by the wife up until the time of sale, in order to protect the husband's interest in and to said real estate, his interest being his monetary interest therein.
6. The parties agree that the real estate owned by them on Hogatts Road, Hermitage, Tennessee shall be vested in the parties as tenants in common owning a one-half interest (undivided) to said real estate.
7. The wife shall receive her 1972 Impala Automobile and the husband agrees to transfer title thereto to her.
8. The husband shall receive his 1971 Ford Automobile free and clear of any claim of the wife.
9. The wife shall retain the 1971 Camaro Automobile free and clear of any claim of the husband.
10. The husband shall receive as his property free and clear of any claim of the wife his 1975 Ford Truck, tractor, the welder, his tiller, his various tools, the boat, motor, trailer and his guns and his own personal items.
11. The wife shall retain the family gravelots located in Hermitage Memorial Gardens and the certificate of ownership thereof shall be transferred to the wife.

12. The husband shall pay the bills due and owing by the parties to Commerce Union Bank, VISA and Dr. Doran and the wife shall be held harmless thereon.
13. The wife shall remain the beneficiary on the insurance of the husband through his employer being Aetna Insurance Company in the approximate amount of $38,000.00 for a period of 5 years after the final decree of divorce and the husband will offer proof of said beneficiary to the wife from time to time.
14. The parties agree that neither shall seek an award of alimony from the other after the execution of this document and further neither party shall make any further or other charges upon the credit of the other from and after the date of the execution of this agreement.
15. Each party shall retain their own personal property such as clothing, jewelry, and so on, free and clear of the claim of the other.

This agreement is subject to the approval of the court in the event a divorce is granted in this matter. However, in the event no divorce is granted to the wife or either party herein, then this agreement is of no force and effect. If approved by the court, then said agreement is a full, final and complete settlement of the parties rights and interests in and to the personal property of the parties and the same is entered into by them of their own free will and accord. It is further agreed that this agreement shall be incorporated into any final decree of divorce entered herein and shall be and become the judgment of the court if approved.

/s/ Bonnie Rose Wiseman
WIFE

/s/ Molan Sullivan
WITNESS

/s/ Elton Lee Wiseman
HUSBAND

/s/ James R. Haley
WITNESS

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me the undersigned authority, a Notary Public in the State and County aforementioned, the wife Bonnie Rose Wiseman, known personally to me who upon her oath states that she has read the foregoing agreement and knows the contents thereof and has executed the same for the purposes herein stated.
Sworn to and subscribed before me
this the 11 day of March, 1980.

/s/ Clarie R. Raines
Notary Public
Commission Expires: 4-17-83

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me the undersigned authority, a Notary Public in the State and County aforementioned, the husband Elton Lee Wiseman, known personally to me who upon his oath states that he has read the foregoing agreement and knows the contents thereof and has executed the same for the purposes herein stated.
Sworn to and subscribed before me
this 4th day of March, 1980.

/s/ H. Frank Tanquary, Jr.
Notary Public
Commission Expires: Oct. 17, 1982

It is therefore ORDERED, ADJUDGED AND DECREED that the property settlement and custody agreement heretofore presented to the court and incorporated herein is hereby approved by the court and made the judgment thereof in all respects.

It is further ORDERED, ADJUDGED AND DECREED and in accordance with the property settlement and custody agreement incorporated herein that the custody of the minor son of the parties, to wit, Kevin Lee Wiseman, age 16 years shall be vested jointly with the parties hereto.

It is further ORDERED, ADJUDGED AND DECREED that the Husband shall pay to the complainant the sum of $125.00 per month for the support and maintenance of the minor child of the parties to wit, Kevin Lee Wiseman until said son is 18 years of age or as long as he lives in the home of the wife and attends school inclusive of his college school attendance.

It is ORDERED, ADJUDGED AND DECREED that the defendant shall pay to the wife in addition the sum of $125.00 per month for the daughter Kimberly Kay Wiseman as long as she remains in college. This is all in accordance with the contract made by and between the parties incorporated herein.

It is further ORDERED, ADJUDGED AND DECREED that the defendant shall pay all medical, doctor and dental bills of the children of the parties as long as they reside in the homeplace of the complainant.

It is further ORDERED, ADJUDGED AND DECREED that the complainant shall receive the household furniture and furnishings of the parties located in the homeplace at 316 Seneca Drive, Donelson, Tennessee to be hers absolute and in fee simple and any right, title or interest that the defendant has in and to the same is hereby divested from him and re-
invested in the complainant to be hers absolute.

It is further ORDERED, ADJUDGED AND DECREED that the homeplace of the parties located at 316 Seneca Drive, Donelson, Tennessee is hereby vested in the complainant, Bonnie Rose Wiseman however, in the event said complainant remarries or cohabits with any other male not related to her family in said homeplace or if she desires to sell said residenc whichever might occur first, the defendant shall receive one-half of the proceeds of the sale of the real estate after payment of the first mortgage and expenses of sale. It is further ordered, however that the complainant shall be reimbursed out of the defendant's one-half of his proceeds one-half of the amount of all notes paid by the complainant on said homeplace. Said real property is more particularly described in words and figures as follows:

Being lot no. 176 on the plan of Woodberry Park, as of record in book 2133, page 117, 118, 119, Register's office for said County.

96-9 Par 9 Jo

Said lot no. 176 fronts 83 feet on the westerly side of Seneca Drive and runs back between lines 170 feet on the northerly line and 113 feet on the southerly line to a dead line in the rear on which it measures 100.6 feet.

Being the same real property conveyed to Elton Lee Wiseman and wife Bonnie Becker Wiseman by Warranty Deed from J.W. Parham Jr., and wife Billie Mae Parham of record in book 3342, page 61 Register's office for Davidson County, Tenn.

It is further ORDERED, ADJUDGED AND DECREED that the real property owned by the parties located at Hoggatts Ferry Road, Hermitage, Tennessee shall hereafter be vested in the parties hereto as tenants in common with each owning a one-half undivided interest in and to said real estate.

Said real estate is more particularly described in words and figures as follows:

A tract of land in the 4th Civil District of Davidson County, Tennessee descrived as follows:

MAP 96 Par 41 Jo

Beginning on the southerly side of Old Hoggatt's Ferry Road, at the northeast corner of the said 31.28 acre Jesse Leon Pirtle Tract, being the northwest corner of a 19 acre tract conveyed by Nancy C. Wright to L.C. Hessey by deed of record in Book 264, page 479, Register's office for said county; thence along the eastern boundary of said Pirtle tract being herein partitioned south 1° 06' west 974.16 feet to an iron pin; tract No. 5 to an iron pin; thence in a northerly direction to an iron pin in the southerly side of Old Hoggatt's Ferry Road, which said point is 260 feet from the point of beginning; thence along the south side of Old Hoggatt's Ferry Road south 87° 30' east 260 feet to the point of beginning, being 6.28 acres more or less.

Being the same property conveyed to Elton Wiseman and wife Bonnie Wiseman by warranty deed from Frank Pollay and wife

REGISTER'S MEMO: Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received

Ruth Bellar of record in Deed Book 4302, page 128, Register's office for Davidson County, Tennessee.

It is further ORDERED, ADJUDGED AND DECREED that the complainant shall be awarded the Hermitage Memorial Gardens Gravelots and the certificate of ownership thereon shall be transferred to the complainant by the defendant. All other parts and portions of the property settlement agreement are hereby made the judgment of the court and each party is specifically ordered to carry out the intended purpose of the items herein.

The defendant shall pay the cost of this cause for all of which let execution issue if necessary.

This the _____day of _____, 1980.

JUDGE 9-8-80

Approved for Entry:

Attorney for Complainant

Attorney for Defendant

CERTIFICATE

I certify a copy of this final decree has been mailed to the defendant, Elton Lee Wiseman at his last known address being 316 Seneca Drive, Donelson, Tennessee 37214 on this the 4th day of September, 1980.

Attorney

PROPERTY SETTLEMENT AND CUSTODY AGREEMENT

This agreement made and entered into on this the _____ day of _____, 1980, by and between BONNIE ROSE WISEMAN, hereinafter called the "wife", and ELTON LEE WISEMAN, hereinafter called the "husband";

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WITNESSETH:

That whereas the parties are man and wife and serious marital difficulties have arisen by and between the parties with the wife habing filed a complaint for absolute divorce and with the parties now desiring to settle their respective rights in regard to child support, custody and the disposition of the real and personal property of the parties, they have entered into the following property settlement and custody agreement which upon approval by the court shall be incorporated verbatim in any decree which shall be entered dissolving their marriage.

NOW THEREFORE, in consideration of the premises and 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 an uncontested decree of absolute divorce.

2. The parties shall have joint custody of the minor son of the parties, to wit, Kevin Lee Wiseman age 16 years as both parties feel that the child is of sufficient age to choose the parent with which he desires to live.

3. The husband agrees to pay to the wife the sum of $125.00 per month for the support and maintenance of the minor child of the parties, to wit, Kevin Lee Wiseman until said son is 18 years of age, or as long as he lives at the home of the wife and attends school, inclusive of his college school attendance. The husband also agrees to pay the sum of $125.00 per month to the wife for the daughter Kimberly Kay Wiseman as long as she remains in college.

The husband signs this agreement knowing full well that he is under no obligation to pay support for a child having attained the age of 18 years, however, by the execution of this agreement, he contracts to pay said sums of $125.00 per month per child as long as said children remain in a college program not to excede 4 consecutive years after they have reached their 18th birthday.

4. The husband agrees to pay all medical, doctor and dental bills of the children of the parties as long as they reside in the homeplace with the wife.

5. The wife shall receive the household furniture and furnishings of the parties located in the homeplace at 316 Seneca Drive, Donelson, Tennessee to be hers absolute and in fee simple.

The wife shall retain the homeplace of the parties located at 316 Seneca Drive, Donelson, Tennessee to be hers absolute and in fee simple, however in the event she remarries, or cohabits with any other male not related to her family in said homeplace, or desires to sell said residence whichever might occur first, the husband shall receive one-half of the proceeds of sale of said real estate after payment of the first mortgage and expenses of sale, however, he shall reimburse out of his one-half of the proceeds of sale, one-half the amount of all notes paid by the wife to preserve said asset during the time she uses said homeplace as her residence. The parties agree that the final decree shall reflect a lien for one-half of the sale of the property as stated herein less one-half of the notes paid by the wife up until the time of sale, in order to protect the husband's interest in and to said real estate, his interest being his monetary interest therein.

6. The parties agree that the real estate owned by them on Hogatts Ford Road, Hermitage, Tennessee shall be vested in the parties as tenants in common owning a one-half interest (undivided) to said real estate.

7. The wife shall receive her 1972 Impala Automobile and the husband agrees to transfer title thereto to her.

8. The husband shall retain his 1971 Ford Automobile free and clear of any claim of the wife.

9. The wife shall retain the 1971 Camaro Automobile free and clear of any claim of the husband.

10. The husband shall receive as his property free and clear of any claim of the wife his 1975 Ford Truck, tractor, the welder, his tiller, his various tools, the boat, motor, and trailer and his guns and his own personal items.

11. The wife shall retain the family gravelots located in Hermitage Memorial Gardens and the certificate of ownership thereof shall be transfered to the wife.

12. The husband shall pay the bills due and owing by the parties to Commerce Union Bank, VISA and Dr. Doran and the wife shall be held harmless thereon.

13. The wife shall remain the beneficiary on the insurance of the husband through his employer being Aetna Insurance Company in the approximate amount of $38,000.00 for a period of 5 years after the final decree and the husband will offer proof of said beneficiary to the wife from time to time.

14. The parties agree that neither shall seek an award of alimony from the other after the execution of this document and further neither party shall make any further or other charges upon the credit of the other from and after the date of the execution of this agreement.

15. Each party shall retain their own personal property such as clothing, jewelry, and so on, free and clear of the claim of the other.

This agreement is subject to the approval of the court in the event a divorce is granted in this matter. However, in the event no divorce is granted to the wife or either party herein, then this agreement is of no force and effect. If approved by the court, then said agreement is a full, final and complete settlement of the parties rights and interests in and to the personal property of the parties and the same is entered into by them of their own free will and accord. It is further agreed that this agreement shall be incorporated in any final decree of divorce entered herein and shall be and become the judgment of the court if approved.

Bonnie Rose Williams
WIFE

Helen Sullivan
WITNESS

Ellis Lee Williams
HUSBAND

James R. Daley
WITNESS

STATE OF TENNESSEE

COUNTY OF DAVIDSON

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Personally appeared before me the undersigned authority, a Notary Public in the State and County aforementioned, the wife BONNIE ROSE WISEMAN, known personally to me who upon her oath states that she has read the foregoing agreement and knows the contents thereof and has executed the same for the purposes herein stated.

Sworn to and subscribed before me

this 11th day of March, 1980.

Claire L. Raines

Notary Public

Commission Expires: 4/17/83

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me the undersigned authority, a Notary Public in the State and County aforementioned, the husband ELTON LEE WISEMAN, known personally to me who upon his oath states that he has read the foregoing agreement and knows the contents thereof and has executed the same for the purposes herein stated.

Sworn to and subscribed before me

this 4th day of March, 1980.

J. Frank Tanoury, Jr.

Notary Public

Commission Expires: Oct. 17, 1982

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Mail Jack Butler
1, 2 th 1st Am. Ctr.
37238

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IDENTIF. REFERENCE

OCT 4 8 45 AM '83

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

Docket No. 80D-1027 Minute Book 119A Page 24

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 manuscript~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Bonnie Wiseman *Plaintiff, and* Elton Lee Wiseman *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* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Helena Eddings, *D. C.*

Form #GR-117