MAP 161-6 PAR 178 152B/1358

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BESSIE R. DRAPER]
vs.] No. 80D-3134
BOBBY C. DRAPER, SR.]

ORDER BOOK 5218 PAGE 490

This cause came on to be heard on the 21st day of August 1981, before the Honorable Hamilton Gayden, Judge of the First Circuit Court for Davidson County, Tennessee, upon the Motion of the Defendant, Bobby C. Draper, Sr., to set aside the Final Decree in this cause and grant him a re-hearing in this cause.

And it appearing to the Court from the statement of the parties and their respective counsel and the entire record in this cause, that the Motion for rehearing should be denied, but that the Final Decree should be modified in respect to the property rights as decided by the Court;

It is, therefore, ORDERED, ADJUDGED and DECREED that the Motion for rehearing as it pertains to the awarding of an absolute divorce in this matter be, and the same is hereby denied; and Bessie R. Draper is awarded an absolute divorce from Bobby C. Draper, Sr., and restored to all the rights and privileges of an unmarried person.

And it further appearing to the Court from statement of counsel and the parties in open Court, and as evidenced by their signatures hereto, that the parties have amicably settled their differences with respect to all property rights, support obligations and child custody rights;

It is further ORDERED, ADJUDGED and DECREED as follows:

1. The parties are the parents of two (2) children, namely: Barry Edward Draper, age 16, and Arthur Shane Draper, age 11. The parties are each fit and proper persons to have the custody and care and control of the minor children, but the interests of said minor children presently require that the custody, care and control of said minor children shall be given to Bessie R. Draper, subject to the husband's rights of visitation and sharing said custody as hereinafter contained.

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2. Bobby C. Draper, Sr. shall have reasonable visitation privileges at all reasonable times and places as agreed upon by the parties hereto and which do not interfere with the health, education or general welfare of the children, and such agreement shall not be unreasonably withheld.

3. Bobby C. Draper, Sr. shall pay directly to Bessie R. Draper the sum of Two Hundred ($200.00) Dollars per month per child for the support and maintenance of the parties' minor children, so long as the minor children remain at home and until such time as the minor children graduate or quit high school, marry or join the military. The parties acknowledge that both minor children will not graduate from high school until they have, at least, reached the age of nineteen (19) years. Said payments shall be made in two (2) equal installments of Two Hundred ($200.00) Dollars each on the 8th day and the 23rd day of each month. Disposition of any and all monies received hereunder by Bessie R. Draper from Bobby C. Draper, Sr. for child support shall rest in the said Bessie R. Draper's sole discretion, and she shall not be required to account thereto to Bobby C. Draper, Sr. The monthly sum which Bobby C. Draper, Sr. is required to pay hereunder is fair, suitable and a proper sum to be paid to Bessie R. Draper for each child's support, maintenance and education, and it is commensurate with the financial means and social position of the parties and it will enable the wife to maintain the children on a scale on which they are accustomed and is within the said Bobby C. Draper, Sr.'s ability to pay.

4. For so long as Bobby C. Draper, Sr. pays child support pursuant to the terms of this Order, the said Bobby C. Draper, Sr. and Bessie R. Draper shall maintain hospitalization insurance covering the parties' minor children. A copy of said policy and proof of designation of the parties' minor children as insureds thereunder shall be furnished to the other party upon his or her request. All other medical, dental and doctors'

bills incurred on behalf of the parties' minor children and which are not covered under the policies of insurance shall be paid one-half by Bessie R. Draper and one-half by Bobby C. Draper, Sr.

5. For so long as Bobby C. Draper, Sr. pays child support pursuant to the terms of this Order, Bobby C. Draper, Sr. shall maintain in full force and effect a policy of life insurance in the amount of at least $ with the minor children of the parties named as irrevocable beneficiaries thereon and in an amount of at least $ payable to each. Upon request of Bessie R. Draper, Bobby C. Draper, Sr. shall provide Bessie R. Draper with a copy of the policy and prove that the proceeds of the same are payable to the minor children of the parties as irrevocable beneficiaries and that the premiums on the same are current and not past due.

6. For so long as Bobby C. Draper, Sr. pays child support pursuant to the terms of this Order, Bobby C. Draper, Sr. shall be permitted to retain the minor child of the parties, namely: Arthur Shane Draper, age 11, as a deduction upon his U. S. Individual 1040 Income Tax Return. Bessie R. Draper shall be permitted to retain the minor child of the parties, namely: Barry Edward, age 16, as a deduction upon her U. S. Individual 1040 Federal Income Tax Return.

7. All right, title and interest the Defendant, Bobby C. Draper, Sr., has in and to the real property at 726 Huntington Parkway, Nashville, Davidson County, Tennessee, shall be, and the same is hereby, divested out of him and vested solely in the Complainant, Bessie R. Draper. Said property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 41 as shown on the Plan of Huntington Park, Section One, of record in Book 4175, page 10, Register's Office for said County.
>
> Said Lot No. 41 fronts 75.0 feet on the northerly side of Huntington Parkway and runs back between parallel lines 150.0 feet to a line in the rear on which it measures 75.0 feet.

Being the same property conveyed to Bobby C. Draper and wife, Bessie R. Draper, by deed from Atlas Construction Company, of record in Book 4537, page 539, Register's Office for Davidson County, Tennessee.

8. Bessie R. Draper shall assume payment of the outstanding indebtednesses secured on the real property located at 726 Huntington Parkway, Nashville, Davidson County, Tennessee, and shall forever indemnify and hold Bobby C. Draper, Sr. harmless from said indebtedness.

9. Bobby C. Draper, Sr. shall be awarded a judgment lien in the amount of $18,500.00 against the real property located at 726 Huntington Parkway, Nashville, Davidson County, Tennessee, said judgment lien to be unenforceable until such time as Bessie R. Draper remarries, no longer maintains her residence at the real property and leases the real property, or until the youngest child graduates from high school, marries, quits school or joins the military, whichever occurs first.

10. Bessie R. Draper shall be awarded all the parties' household furniture and furnishings and property located at the residence of the parties at 726 Huntington Parkway, Nashville, Davidson County, Tennessee. Bobby C. Draper, Sr. shall be awarded all of his household furniture, furnishings and property, presently in his possession. Each party shall assume the sole and separate responsibility for the payment of any outstanding indebtedness on any of the household furniture, furnishings and property awarded to her or him.

11. The parties shall each be awarded his or her own wearing apparel, jewelry and other personal belongings.

12. Bessie R. Draper shall be awarded the 1979 Cutlass Supreme automobile presently in her possession and titled in her name. Bobby C. Draper, Sr. shall be awarded the 1979 Oldsmobile Delta 88 automobile presently in his possession and presently titled in his name. Each party shall assume the outstanding indebtedness on the same and shall forever hold the other harmless of the same. The parties shall execute any and all

titles to said automobiles in favor of the other, conveying all of her or his right, title and interest in and to said automobile, and shall return any set of keys to said automobile in his or her possession.

13. The parties shall be awarded the proceeds in his or her own individual checking and/or savings accounts as their sole and separate property.

14. The parties shall assume the sole and separate responsibility for the payment of her or his own indebtednesses and shall indemnify and hold the other party harmless from any liability thereon. Furthermore, the parties shall be solely responsible for payment of all outstanding individual debts incurred by her or him prior to the date of this Order, except as otherwise set forth herein, and each shall hold the other harmless from any liability for such individual debts. Neither will contract any indebtedness upon the credit of the other, and, if either party shall be compelled to pay any future debt of the other, then the party for whose benefit such payment shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

15. Bobby C. Draper, Sr. shall reimburse Bessie R. Draper the sum of $100.00 paid West M. Coss, Attorney for Bessie R. Draper, for his court awarded attorney's fee for professional services rendered in these proceedings.

16. Bobby C. Draper, Sr. shall assign and set over unto Bessie R. Draper all utility deposits.

17. The costs of this cause are assessed against Bobby C. Draper, Sr., for which let execution issue, if necessary.

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Enter this 25th day of Jan. 1981.

JUDGE

Approved for Entry:

Bessie R. Draper
BESSIE R. DRAPER

John R. Reynolds
JOHN R. REYNOLDS, Attorney
for Bessie R. Draper,
216 Third Avenue, North
Nashville TN 37201

Bobby C. Draper Sr.
BOBBY C. DRAPER, SR.

Pat Nichol
PAT NICHOL, Attorney
for Bobby C. Draper, Sr.
941 Richards Road
Antioch TN 37013

cc: Mrs. Bessie R. Draper

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IDENTIF. REFERENCE

JAN 20 2 04 PM '84

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN

Docket No. 80D-3134 Minute Book 152B / page 1358

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* ~~xxxxxxxxxxxxxxx~~ true copy of *the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* BESSIE R. DRAPER *Plaintiff, and* BOBBY C. DRAPER, SR. *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* 20 *day of* January *in the year one thousand nine hundred and* eighty-four *and in the* 208 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By G. Knight, *D. C.*

Form #GR-117