Please return to: Nelda Watts
121 Carriage Dr.
Nashville, Tenn. 37221

IN THE THIRD CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

Map 142-2
Par. 105

NELDA R. WATTS,)
)
Plaintiff,)
)
vs.) NO. 73099 BOOK 6309 PAGE 625
)
CHARLES B. WATTS,)
)
Defendant.)

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard this 8th day of November, 1974, before the Honorable Joseph C. Loser, Jr., Judge of the Third Circuit Court of Davidson County, Tennessee, sitting by interchange for the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the Complaint of Nelda R. Watts, Answer of the defendant Charles B. Watts, admitting the allegations of the Complaint, testimony of the plaintiff Nelda R. Watts, the testimony of corroborating witnesses, the Property Settlement Agreement which the parties entered into subject to the approval of the Court, and the entire record in this cause, from all of which the Court finds the allegations of the Complaint are sustained by the proof and that the defendant Charles B. Watts has been guilty of such cruel and inhuman treatment or conduct toward the plaintiff Nelda R. Watts as renders cohabitation unsafe and improper.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT that Nelda R. Watts be and she is hereby awarded an absolute divorce from Charles B. Watts, forever dissolving the bonds of matrimony existing between the parties and restoring her to all the rights and privileges of an unmarried person.

Please note — pages 3, 7, & 9
Tax Assessor: Please note pages 2 & 6.
Register:

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that the custody and control of the minor children of the parties be and the same is hereby vested in Nelda R. Watts, but with reasonable rights of visitation given to Charles B. Watts. It being further made to appear to the Court that the Property Settlement Agreement entered into by and between the parties is right and proper, the same is hereby approved by the Court. Said Property Settlement Agreement is, in words and figures, as follows:

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, Charles B. Watts and Nelda R. Watts are husband and wife, but are experiencing serious marital difficulties; and

WHEREAS, there is pending in the Fourth Circuit Court of Davidson County, Tennessee a divorce action between the parties; and

WHEREAS, the parties hereto desire to settle all property rights involved between them, subject, however, to the approval of the Court;

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Charles B. Watts hereby agrees that all rights, title and interest in and to the home of the parties located at 121 Carriage Drive, Davidson County, Tennessee, shall be vested in Nelda R. Watts.

2. Charles B. Watts shall hereafter have no interest in or claim to the household furniture, furnishings and effects located in the house on Carriage Drive, and said items shall be owned by Nelda R. Watts as her sole and separate property, excepting only the individual personal property of Charles B. Watts pursuant

to agreement with Nelda R. Watts.

3. Nelda R. Watts shall have as her sole and separate property the 1973 Chevrolet stationwagon.

4. Charles B. Watts will have as his sole and separate property the Chevrolet Corvette, and he shall satisfy any payments which remain on the purchase price of said vehicle.

5. Charles B. Watts shall pay to Nelda R. Watts, in twelve like monthly installments, an amount equal to one-third (1/3) of his adjusted gross income not in excess of $100,000.00, as determined for federal income tax purposes (but without deductions for depreciation of investment property), but in no event less than $8,500.00 per annum, for the support, care and maintenance of the children of the parties; provided, however, that as each child reaches the age of twenty-one years, or in the event of the death or marriage of a child prior to becoming twenty-one years of age, or in the event either child ceases to make a home with Nelda R. Watts, then the amount which Charles B. Watts shall pay as child support shall be reduced by the amount of twenty-five percent (25%). Any and all such child support payments will terminate on June 30, 1987. Provided, further, that a child residing at an educational institution shall be considered as making a home with Nelda R. Watts. Provided, further, each year Nelda R. Watts shall be furnished with a copy of every return filed with the Internal Revenue Service by Charles B. Watts.

6. Charles B. Watts shall be responsible for and pay, as child support, in addition to the payments provided in the paragraph next above, the cost of college tuition, and for such other fees as he would pay directly to such institution, excluding room and board.

7. Charles B. Watts shall have the right to take said children as exemptions on his income tax return, but he will not deduct the payments for child support from his income tax, and Nelda R. Watts will incur no income tax liability on account of these payments.

8. Nelda R. Watts shall include said children within the coverage of her medical insurance and shall pay the additional premium incurred as a result thereof from the child support payments set forth in paragraph 5 hereof. Charles B. Watts shall be responsible for payment of all hospital bills of said children for so long as he is making child support payments, to the extent said expenses are not paid in full by said insurance.

9. a. Charles B. Watts will execute an irrevocable beneficiary designation of his $100,000.00 policy with Southwestern Life Insurance Company, bearing Serial No. 132 461 8 JA, to said children as beneficiaries, with Nelda R. Watts as owner thereof and designated as guardian for said children. The said Charles B. Watts shall pay all premiums on said policies.

b. Charles B. Watts will execute an irrevocable beneficiary designation of his $50,000.00 policy with Southwestern Life Insurance Company, bearing Serial No. 132 461 7, to Nelda R. Watts as beneficiary and owner thereof, and designated as guardian for said children. Nelda R. Watts shall pay all premiums on said policy.

c. Charles B. Watts will execute an irrevocable beneficiary designation of his $50,000.00 policy with Southwestern Life Insurance Company, bearing Serial No. 148 577 8 JA, to said children as beneficiaries, with Charles B. Watts as the owner thereof, and with Nelda R. Watts designated as the guardian

for said children. Charles B. Watts shall pay all premiums on said policy.

10. Charles B. Watts shall immediately file the 1973 personal income tax return of the parties, paying all taxes, penalty and interest due thereunder.

11. Charles B. Watts shall pay to Nelda R. Watts, as alimony in solido, all savings accounts carried at any financial institution or in the joint names of the parties or in the name of Charles B. Watts, as well as the shares of Financial Industrial Fund.

12. If Nelda R. Watts and/or Ollie M. Watts decide to relocate to another city at any time, Charles B. Watts will provide a one-time direct payment of $1,000.00 and $700.00 respectively, upon thirty days' written notice of their intention to move.

13. Specifically subject to the approval of the Court, custody of the children of the parties shall be and remain in Nelda R. Watts. It is agreed that Charles B. Watts shall have reasonable rights of visitation which shall include one weekend per month, plus two weeks every summer, plus additional visitations as agreed upon by the parties.

14. Charles B. Watts shall pay to John D. Whalley, as solicitor, a fee for services rendered to Nelda R. Watts.

15. Charles B. Watts shall pay all court costs in the pending divorce action.

16. The parties will execute any and all necessary documents and agreements to effectuate the provisions of this property settlement.

17. Nelda R. Watts shall have no other rights or

claims against Charles B. Watts on account of or arising out of the marital relationship of the parties, except such rights and claims as she is specifically given in this property settlement agreement.

18. All property, real, personal or mixed, which the parties own jointly, or which Charles B. Watts owns and which is not specifically given to Nelda R. Watts in this agreement, shall hereafter be the sole and separate property of Charles B. Watts, and Nelda R. Watts shall thereafter have no interest therein.

IN WITNESS WHEREOF, the parties have executed this property settlement agreement, this 1st day of October, 1974.

/s/ Charles B. Watts
CHARLES B. WATTS

/s/ Nelda R. Watts
NELDA R. WATTS

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT, to implement and effectuate all of the terms and conditions of said Property Settlement Agreement, the defendant Charles B. Watts shall:

1. Convey all his right, title and interest in and to the home of the parties located at 121 Carriage Drive, Davidson County, Tennessee, to Nelda R. Watts, to be her sole and separate property;

2. Execute any and all documents necessary to convey to Nelda R. Watts the household furniture, furnishings and effects located in the house on Carriage Drive as her sole and separate property, excepting only the individual personal property of Charles B. Watts.

3. Execute any and all documents necessary to convey to Nelda R. Watts as her sole and separate property title to the 1973 stationwagon;

4. Pay to Nelda R. Watts, in twelve like monthly installments, an amount equal to one-third (1/3) of his adjusted gross income not in excess of $100,000.00, as determined for federal income tax purposes (but without deductions for depreciation of investment property), but in no event less than $8,500.00 per annum, for the support, care and maintenance of the children of the parties; provided, however, that as each child reaches the age of twenty-one years, or in the event of the death or marriage of a child prior to becoming twenty-one years of age, or in the event either child ceases to make a home with Nelda R. Watts, then the amount which Charles B. Watts shall pay as child support shall be reduced by the amount of twenty-five percent (25%). Any and all such child support payments will terminate on June 30, 1987. Provided, further, that a child residing at an educational institution shall be considered as making a home with Nelda R. Watts. Provided, further, each year Nelda R. Watts shall be furnished with a copy of every return filed with the Internal Revenue Service by Charles B. Watts;

5. Pay as child support, in addition to the payments provided in the paragraph next above, the cost of college tuition, and for such other fees as he would pay directly to such institution, excluding room and board;

6. Have the right to take said children as exemptions on his income tax return, but he will not deduct the payments for child support from his income tax, and Nelda R. Watts will incur no income tax liability on account of these payments;

7. Be responsible for payment of all hospital bills of

said children for so long as he is making child support payments, to the extent said expenses are not paid in full by medical insurance which shall be maintained by Nelda R. Watts;

8. a. Execute an irrevocable beneficiary designation of his $100,000.00 policy with Southwestern Life Insurance Company, bearing Serial No. 132 461 8 JA, to said children as beneficiaries, with Nelda R. Watts as owner thereof and designated as guardian for said children. The said Charles B. Watts shall pay all premiums on said policies;

b. Execute an irrevocable beneficiary designation of his $50,000.00 policy with Southwestern Life Insurance Company, bearing Serial No. 132 461 7, to Nelda R. Watts as beneficiary and owner thereof, and designated as guardian for said children. Nelda R. Watts shall pay all premiums on said policy;

c. Execute an irrevocable beneficiary designation of his $50,000.00 policy with Southwestern Life Insurance Company, bearing Serial No. 148 577 8 JA, to said children as beneficiaries, with Charles B. Watts as the owner thereof, and with Nelda R. Watts designated as the guardian for said children. Charles B. Watts shall pay all premiums on said policy;

9. Immediately file the 1973 personal income tax return of the parties, paying all taxes, penalty and interest due thereunder;

10. Pay to Nelda R. Watts, as alimony in solido, all savings accounts carried at any financial institution or in the joint names of the parties or in the name of Charles B. Watts, as well as the shares of Financial Industrial Fund;

11. If Nelda R. Watts and/or Ollie M. Watts decide to relocate to another city at any time, Charles B. Watts will

provide a one-time direct payment of $1,000.00 and $700.00 respectively, upon thirty days' written notice of their intention to move;

12. Pay to John D. Whalley, attorney for Nelda R. Watts, the sum of Two Thousand Two Hundred Dollars ($2,200.00) as his fee for services rendered.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties will execute any and all necessary documents and agreements to effectuate the provisions of this decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED Nelda R. Watts shall have no other rights or claims against Charles B. Watts on account of or arising out of the marital status of the parties except such rights and claims as specifically given to her by this decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED all property, real, personal or mixed, which the parties own jointly, or which Charles B. Watts owns and which is not specifically given to Nelda R. Watts in this agreement, shall hereafter be the sole and separate property of Charles B. Watts, and Nelda R. Watts shall thereafter have no interest therein.

The costs of this cause are taxed against the defendant, Charles B. Watts, for which execution may issue if necessary.

S/ Joseph C. Loser, Jr.
JUDGE

APPROVED FOR ENTRY:

John D. Whalley, Attorney for
Nelda R. Watts

Gilbert S. Merritt, Attorney
for Charles B. Watts

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IDENTIF. REFERENCE

JAN 8 11 26 AM '84

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 of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* NELDA R. WATTS *Plaintiff, and* CHARLES B. WATTS *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* 18th. *day of* DECEMBER *in the year one thousand nine hundred and* SEVENTY-FOUR *and in the* 199th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*

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