1270/1765

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

MAP Par 34-13 par 12

LORETTA DEAN TOMLIN
Plaintiff

VS:

JERRY WALLACE TOMLIN
Defendant

BOOK 6309 PAGE 651

CASE NO. 83D-3679

FILED
1984 JAN -3 PM 3:30
HOWELL L. BOOKER, CLERK

FINAL DIVORCE DECREE

This Cause came on to be heard on the 13th of December, 1983, before the Honorable Joe C. Loser, Jr., Judge of the Third Circuit Court for Davidson County, Tennessee, upon the Complaint of the Plaintiff, Loretta Dean Tomlin, for a final and absolute divorce from the Defendant, Jerry Wallace Tomlin, on the statutory grounds of Adultery on the part of the defendant. The defendant having moved to the State of Texas, service of process was obtained by and through the Tennessee Secretary of State, and upon the Answer of the defendant to the Complaint of the plaintiff, an Agreed Order was entered, setting the proceedings for the final hearing on the contested divorce docket. Thereafter, the parties having entered into a "Property Settlement, Child Custody, Support, Visitation, Alimony, Et Al Agreement" for incorporation into the final decree, the final divorce hearing was had upon the testimony of the plaintiff and her corroborating witnesses, the Court being of the opinion that the proof presented on the part of the plaintiff, has sustained her allegation of Adultery on the part of the defendant and that she be awarded a final and absolute divorce from the defendant on the aforestated statutory grounds, and that the duly executed "Settlement Agreement" be and is approved by the Court for incorporation into the final divorce decree with each of it's terms and provisions being made the ORDER and-or ORDERS of the Court. The subject "Property Settlement, Child Custody, Support, Visitation, Alimony, Et Al Agreement", being hereinafter inserted, reads as follows:

PROPERTY SETTLEMENT, CHILD CUSTODY, SUPPORT, VISITATION, ALIMONY, ET AL AGREEMENT

The parties to this "Property Settlement, Child Custody, Support, Visitation, Alimony, Et Al Agreement, hereinafter referred to as the "Settlement Agreement", have been separated and living apart from each other for nearly a year, with the "wife", Loretta Dean Tomlin, having filed for a final and absolute divorce from the "husband", Jerry Wallace Tomlin on the 10th day of November 1983. The "wife has alleged as one of the grounds for the granting of the final divorce, the adultery of the "husband". The divorce proceedings have been assigned to the Third Circuit Court for Davidson County, Tennessee, being docket #83D-3679. It is the desire of Loretta Dean Tomlin and Jerry Wallace Tomlin, to contract with each other and to enter into a binding "Settlement Agreement", which written "Settlement Agreement", at the discretion of the divorce Court, may be incorporated into the final divorce decree. Accordingly, the subject parties do agree and do contract with each other as follows:

1. The "wife" is to be awarded the Care, Control, and Custody of the minor daughter of the parties, i.e., Tracy Michelle Tomlin, born November 13, 1966.

2. The "husband" is to have liberal visitation rights to and with the aforestated minor daughter at times and places mutually agreeable to the parties and the minor daughter.

3. The "husband" is to pay to the "wife" toward the support and maintenance of this daughter, "Tracy", the weekly sum of Seventy-Five ($75.00) dollars, the said weekly sum to be payable directly to the "wife" on or by Saturday of each week. It is the agreement of the parties hereto, that the Seventy-Five ($75.00) dollar weekly payments are to continue until four (4) weeks past June 6, 1985, which date is the probable high school graduation time for the daughter, "Tracy".

4. It is the agreement of the parties that the "husband" will be entitled to include their daughter, "Tracy" as an income tax exemption providing he regularly pays to the "wife"

the aforestated weekly sum.

5. Commencing with July 6, 1985, the "husband" is to pay to the "wife" as rehabilitative maintenance or alimony, the weekly sum of Sixty ($60.00) dollars, such weekly payments are to continue for a minimum period of two (2) years or one hundred and four (104) weeks, or until the "wife" remarries. However, should the daughter, "Tracy", continue her education, whether in a junior or four year college, or in a trade or special training institution, the said sixty ($60.00) dollar weekly payments are to continue to be made to the "wife" for the benefit of the daughter "Tracy", during the period "Tracy" is pursuing such schooling and/or training, and for a period of four (4) weeks thereafter.

6. The "husband" is to be responsible for the payment of any reasonable medical and dental expenses relating to the Care and treatment of the daughter Tracy during the period of her schooling and/or vocational training, not compensated for by insurance coverages, and he shall reimburse the "wife" for any payments she may make that are not compensated for by insurance coverages.

7. The parties to this "Settlement Agreement" are purchasing a home residence as tenants in the entirety. This realty is located at 325 Dinwiddie Drive, in Madison, Davidson County, Tennessee. This realty was conveyed by Warranty Deed to Jerry Tomlin and Loretta D. Tomlin, on October 15, 1964, being recorded in Book 3822, Page 710, Register's Office for Davidson County, Tennessee. This home residence is to be fully and totally owned by the "wife", subject to the mortgage payments, which loan balance and monthly payments the "wife" assumes. Accordingly, the "husband" does divest himself of any and all legal and equity rights and interests he may have in the said realty, which full ownership and title thereto, is to be totally Vested in the "wife".

8. The parties to this "Settlement Agreement" had taken out certain family type life insurance on themselves and the daughter, Tracy. The "wife" has been keeping up the Prudential life insurance policies by making the approximate fifty

($50.00) dollar payments each month. As an essential part of this "Settlement Agreement", the "husband" does herewith agree and contract with the "wife", to transfer over to her, any and all ownership interests he may have in the policy on his own life, keeping the "wife" as the beneficiary thereon. The "husband" will be relieved of any premium payment responsibility and will execute whatever papers and/or documents that maybe required to transfer the full ownership rights to the "wife".

9. The "wife" is to have vested in her as her sole property, all of the household furniture and appliances along with all other household items. The parties each have motor vehicles titled in their respective names and accordingly, the party in whose name the motor vehicle is titled is to have and retain the full ownership interest in and to the particular motor vehicle.

10. Each party will be responsible as relates to the other, for any debt obligation incurred by the particular party.

11. The "husband" is to be responsible for the payment of the legal fee balance of Two Hundred Ninety ($290.00) dollars owing to the wife's Attorney Jim H. Wachter; plus any out of pocket expenses incurred by Attorney Wachter, such as long distance calls to the "husband".

12. The "husband" shall be responsible for the payment of the remainder of the Court costs, if any.

This "Settlement Agreement" constitutes the full and complete understanding of the parties hereto relative to all matters of the division of all marital property and child custody, child support, rehabiliative alimony, et al, and is executed on the day and date written below, and a copy of the same is being retained by each party.

STATE OF TENNESSEE:

COUNTY OF DAVIDSON:

Loretta Dean Tomlin
LORETTA DEAN TOMLIN

Sworn to and subscribed before me,
this 21st day of December, 1983.

Jim H. Wachter
Notary Public

My Commission Expires: 11-1-87

STATE OF TEXAS:

COUNTY OF Harris

Jerry Wallace Tomlin
JERRY WALLACE TOMLIN

Sworn to and subscribed before me, this
10th day of Dec, 1983.

Louise Johnson
Notary Public

My Commission Expires: Nov. 1984.

TOMLIN VS. TOMLIN

It Is Now ADJUDGED, ORDERED AND DECREED by the Court that the wife, Loretta Dean Tomlin, be and she is awarded a final and absolute divorce from the defendant, Jerry Wallace Tomlin, with the parties hereto being restored to all of the rights and privileges of unmarried persons.

It Is Further ADJUDGED, ORDERED and DECREED that the "Property Settlement, Child Custody, Support, Visitation, Alimony, Et Al Agreement", having been approved by the Court for incorporation herein, that each of it's terms and provisions be, and each is herewith made the ORDER of the Court.

It Is ADJUDGED, ORDERED and DECREED by the Court, that any legal or equity interest the defendant, Jerry Wallace Tomlin, may have in the home residence of the parties, being located at 325 Din-Widdie Drive, in Madison, Davidson County, Tennessee, with the Warranty Deed thereto being recorded in Book 3822, Page 710, Register's office for Davidson County, Tennessee, be Divested out of the defendant, with the sole legal and equity ownership interest in such realty, being fully Vested in the plaintiff, Loretta Dean Tomlin. It is the ORDER of the Court that the defendant execute whatever papers and documents necessary to transfer the full ownership interest in such realty to the plaintiff.

It Is The ORDER of the Court, the "Settlement Agreement" providing, that the defendant be responsible for the payment of the remainder of the Court Costs, for which payment execution may issue if necessary.

APPROVED FOR ENTRY:

J. H. Wachter

JIM H. WACHTER
Attorney for Plaintiff
400 No. Gallatin Road
Madison, Tenn., 37115

JUDGE

1/3/84

cc: Mr. Jerry Wallace Tomlin
4306 Nasha Road, #1
Seabrook, Texas 77586

Certificate of mailing on December 22, 1983, by J. H. Wachter, Attorney.

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IDENTIF. REFERENCE

BOOK 6309 PAGE 657

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FEE
DAVIDSON COUNTY, TN

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MB. 127 C/1765

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* Loretta Dean Dowlin *Plaintiff, and* Jerry Wallace Dowlin *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* 6th *day of* June *in the year one thousand nine hundred and* 84 *and in the* 208th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L Dyer, *D. C.*

Form #GR-117