IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DR. MILLICENT LAVINIA LOWNES)
)
Plaintiff)
)
vs.)
)
DR. ROBERT LEFONIA LOWNES)
)
Defendant)

Map 142-3

No. 83D-1783

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FINAL DECREE

This cause came on to be heard on August 3, 1984 before the Honorable Muriel Robinson, Judge, upon Wife's Complaint for absolute divorce; upon the Property Settlement, Child Custody and Support Agreement, which provides for custody and support of the parties' minor children, division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; upon all of the pleadings; and upon the testimony of Wife and the statements of counsel, from all of which the Court affirmatively found that the allegations of Wife's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Wife to an absolute divorce; that the parties, by written agreement, made adequate and sufficient provision for the equitable settlement of property rights between themselves and made adequate and sufficient provision for custody and maintenance of the parties' minor children; that this Property Settlement, Child Custody and Support Agreement should be approved; that the Answer heretofore filed by Husband has been withdrawn; and that the ninety-day waiting period, as required by statute, has elapsed.

It is therefore ORDERED, ADJUDGED AND DECREED that Wife, Millicent Lavinia Lownes, be, and is hereby, awarded an absolute divorce from Husband, that the parties be restored to all the rights and privileges of unmarried persons, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further ORDERED, ADJUDGED, AND DECREED that the Property Settlement, Child Custody and Support Agreement heretofore executed by the parties is hereby approved by the Court, and is hereby made a specific order and decree of the Court, which Agreement is in words and figures as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DR. MILLICENT LAVINIA LOWNES]
]
Plaintiff]
]
vs.] No. 83D-1783
]
]
DR. ROBERT LEFONIA LOWNES]
]
Defendant]

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PROPERTY SETTLEMENT

THIS AGREEMENT, made and concluded this 3rd day of August, 1984, by and between **DR. MILLICENT LAVINIA LOWNES** and **DR. ROBERT LEFONIA LOWNES:**

WITNESSETH:

WHEREAS, the parties are lawfully married but are contemplating a divorce; and

WHEREAS, certain irreconcilable differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as husband and wife, and

WHEREAS, it is the desire of both parties finally for all time to determine and settle their property rights, and all dower and homestead rights and all other rights of whatever description existing between the parties growing out of the marital relationship;

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. PENDING ACTION

The parties acknowledge that **Wife** has filed a divorce action in the Fourth Circuit Court for Davidson

County, Tennessee, Docket Number 83D-1783, which action is pending.

2. CUSTODY

The parties agree that **Wife** shall have sole custody and control of the parties' minor children, Robert Lefonia Lownes, Jr., and Monique Lavinia Lownes.

3. VISITATION

a. **Husband** shall have the right of visitation with the parties' minor children each summer, beginning in 1985, from June 21 to August 15. He will make a reasonable effort to schedule his vacation during this period of time.

b. **Husband** shall have visitation rights every other year from noon on December 24 through noon on January 1 and for alternate spring vacations. Christmas visitation will begin Christmas 1984 and take place in alternate years thereafter. Spring vacation visitation will be granted in the spring of 1985, continuing in alternate years after 1985.

c. Child support shall not be abated during any of Husband's visitation periods with the children.

d. **Husband** shall bear the expense of transporting the children to and from his residence for all visitation periods.

e. **Husband** shall have the right of liberal visitation with the children in the city of their residence, with the date and time to be agreed upon at least forty-eight hours in advance.

f. In exercising his visitation rights, **Husband** may pick the children up at his Wife's residence, but visitation is to take place at some other location and is to be of a duration to be mutually agreed upon by the parties.

g. **Husband** shall not have the children on the

premises overnight when a person of the opposite sex who is not a family member is present.

h. The parties agree that the temporary injunction presently in effect against the **Husband** should be dissolved.

4. CHILD SUPPORT AND ALIMONY

a. **Husband** agrees to pay to **Wife** as child support the sum of Five Hundred Seventy Five Dollars ($575) per month per child.

b. **Husband** agrees to pay to **Wife** as temporary, rehabilitative alimony the sum of Two Hundred Fifty Dollars ($250) per month for thirty-six (36) months, or until death or remarriage, beginning the month following the hearing.

c. The payments agreed to above ($575 + $575 + $250) which presently total $1,400 shall be paid by **Husband** by the fifth (5th) day of each month. The pendente lite child support payments will continue without interruption until the payments under this agreement take effect.

d. **Husband** shall be solely responsible for paying the tuition for Monique Lavinia Lownes to attend a private school of Wife's choice. **Husband** agrees to immediately execute the necessary documents and make arrangements for payment of fees for the 1984-85 school year.

e. **Wife** shall be solely responsible for the cost of Robert Lefonia Lownes, Jr.'s attending a private school of Wife's choice.

5. INSURANCE AND HEALTHCARE COSTS

a. **Husband** shall obtain and maintain health and hospitalization insurance on the minor children and shall provide **Wife** with documentation sufficient to prove coverage to healthcare providers.

b. **Husband** and **Wife** shall each pay one-half of all healthcare expenses of the minor children not paid by insurance, including but not limited to, medicines, drugs, therapy, reasonably necessary orthodontry, appliances,

doctor, dental, eyecare, nursing, and hospital expenses.

Wife shall promptly submit health care costs not covered by insurance, and **Husband** shall pay his share within thirty (30) days after receiving them.

c. **Husband** shall make and maintain the minor children as the sole beneficiaries of life insurance in an amount sufficient to pay the full child support up to age eighteen (18) agreed to now, and if later modified by agreement or court order, he agrees to modify the life insurance coverage so as to assure payment of full child support under any such modification.

d. **Husband** agrees to submit himself for physical examination at his place of residence, within thirty (30) days of a request by **Wife**, for purposes of enabling her to purchase life insurance on **Husband** in an amount sufficient to pay the alimony which **Husband** has herein agreed to pay.

e. **Husband** shall furnish verification of the insurance coverage referred to in 5.c. above within thirty (30) days of a request for same by **Wife**.

6. COLLEGE

Husband shall pay costs of tuition, room and board for each child to attend four years of college at a college of his or her choice. The parties agree that this clause shall not merge into the final decree but shall remain separately enforceable as a contractual agreement.

7. ATTORNEY'S FEES AND COSTS

a. **Husband** shall pay $2,700 to Wife's attorney toward Wife's attorney's fee and shall pay the costs of this cause.

b. **Husband** shall pay $650 to Wife as reimbursement for expenses she has incurred related to this divorce action itemized as follows:

i. The Detective Group, Inc. - $500

ii. Certified Reporting Associates - $150

c. **Husband** shall pay the $2,700 attorney fees and the $650 expenses on the date this cause is heard.

8. TAXES

a. **Husband** shall be entitled to claim both children as exemptions on his federal income tax.

b. **Husband** shall receive the 1982 federal income tax refund and to the extent that **Wife** is held liable for past tax liability, either state or federal, on joint returns filed, she shall receive from **Husband** a pro-rata share of this tax refund.

9. REAL PROPERTY

Husband hereby agrees that all of his right, title and interest in and to the home property now owned by the parties as tenants by the entireties and known as 837 Stirrup Drive, Nashville, Tennessee, shall be divested out of him and vested solely in the **Wife**.

Husband shall, by such documents as may be necessary and at Wife's sole cost and expense, including the cost of preparing said documents, the cost of recording, transfer taxes and documentary stamps, if any, convey unto **Wife** all of his right, title and interest in and to said home property now owned by them as tenants by the entireties.

Wife shall assume and pay in accordance with its terms, the existing mortgage and shall hold **Husband** harmless for same.

> Said property is more fully described as follows:
>
> Being Lot No. 332 on the Plan of Walnut Hill Manor, Section 1, as of record in Book 4460, Page 108.
>
> Said Lot fronts 92.84 feet on the west margin of Stirrup Drive and extends back 158.0 feet on the north line and 179.4 feet on the south line, to a line in the rear on which it measures 114.6 feet.
>
> Being the same property conveyed to John W. Phillips and wife, Carol M. Phillips, by deed of record in Book

4829, Page 916, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Robert L. Lownes and wife, Millicent Gray Lownes, by deed of record in Book 5357, Page 413, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to restrictions of record in Book 4643, Page 946.

Husband is, by this instrument, upon its approval by the divorce court, divested of all his right, title and interest in the above-described real property and the same is vested in **Wife** who shall own the property in fee simple absolute.

10. PERSONAL PROPERTY

Each party shall retain the personal property now in his or her possession.

11. MOTOR VEHICLES

Wife shall retain her 1978 Oldsmobile, valued at approximately $3,000, and **Husband** shall retain his 1977 Chevrolet, valued at approximately $1,500.

12. INDEBTEDNESS

a. Each party shall be solely liable on any indebtedness he or she has incurred.

b. Each party covenants with the other that from this date forward, neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses.

13. TELEPHONE SERVICE

Husband agrees to contact South Central Bell Telephone Company to advise the company that **Wife** is changing the telephone to her name and that he is by this agreement

assigning to Wife any right he has to any deposit the company may be holding on account of the provision of telephone service to the parties' home in Nashville.

14. NECESSARY DOCUMENTS

Each of the parties will execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument, and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

15. RELEASE

Husband and **Wife** further do hereby forever release to the other all claims or rights to dower, homestead, inheritance, year support and all other property rights, except as provided for in this Agreement, as Husband, Wife, widower or widow by reason of the marital relationship now existing between the parties, in and to, or against the property of the other party whether now or hereafter acquired by such other party.

16. UNDERSTANDING

It is further understood and agreed by and between the parties that this Settlement Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

17. NECESSITY OF APPROVAL BY COURT

This Agreement is subject to the approval of the Court in the event a divorce is granted to either party in this matter. In the event that no divorce is granted,

however, then this Agreement is of no force and effect.

IN WITNESS WHEREOF, the parties have set their signatures on this 3rd day of August, 1984.

Millicent Lavinia Lownes
DR. MILLICENT LAVINIA LOWNES

Robert Lefonia Lownes Sr
DR. ROBERT LEFONIA LOWNES

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 3rd day of August, 1984, before me personally appeared Dr. Millicent Lavinia Lownes, to me known to be the person who executed the foregoing instrument in behalf of Dr. Millicent Lavinia Lownes and acknowledged that she executed the same as the free act and deed of said Dr. Millicent Lavinia Lownes.

Mary Frances Fall
NOTARY PUBLIC

My Commission Expires:
11-28-87

STATE OF North Carolina

COUNTY OF Durham

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On this 31st day of October, 1984, before me personally appeared Dr. Robert Lefonia Lownes, to me known to be the person who executed the foregoing instrument in behalf of Dr. Robert Lefonia Lownes and acknowledged that he executed the same as the free act and deed of Dr. Robert Lefonia Lownes.

Edna R. Whitted
NOTARY PUBLIC

My Commission Expires:

3-4-89

It is further ORDERED, ADJUDGED AND DECREED that all costs of this cause shall be, and are hereby, taxed against Husband.

It is further ORDERED, ADJUDGED AND DECREED that all of Husband's right title and interest in the parties' home property known as 837 Stirrup Drive, Nashville, Davidson County, Tennessee, more fully described in the Property Settlement made a part of this Final Decree, is hereby divested out of Husband and hereby vested in Wife making her sole owner in fee simple absolute.

It is finally ORDERED, ADJUDGED AND DECREED that execution may issue to enforce any provisions of this Decree.

This the 3rd day of August, 1984.

Muriel Robinson
MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

Mary Frances Lyle
MARY FRANCES LYLE
Attorney for Wife

Aleta G. Arthur
ALETA G. ARTHUR
Attorney for Husband

cc: Aleta G. Arthur, Esquire

RUSH

IDENTIFICATION REFERENCE

AUG 23 10 42 AM 1984

DAVIDSON COUNTY, TN

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8-3-84

MB. 138 B/807

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* Dr. Millicent Lavinia Downes *Plaintiff, and* Dr. Robert LeForrea Downes *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* 27th *day of* Aug *in the year one thousand nine hundred and* 84 *and in the* 209th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [illegible], *D. C.*

Form #GR-117