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JANICE L. BOOKER, CLERK
D.C.

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

ELISABETH WYNELLE COHEN DODSON]
]
]
VS.] NO. 81D-1693
]
]
WILLIAM EDWARD DODSON, JR.]

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Map 132-10
Par 47 Js

DECREE OF DIVORCE

This cause came on to be heard this 17th day of September, 1981, before the Honorable Steven North, Judge of the Fifth Circuit Court for Davidson County, Tennessee, on the complaint for absolute divorce filed in behalf of the plaintiff, Elisabeth Wynelle Cohen Dodson, personal service of process on the defendant, William Edward Dodson, Jr., the default judgment entered against the defendant, the property settlement agreement entered into by and between the parties, the testimony of the plaintiff in open Court, the statements of counsel for the plaintiff, and the entire record in the cause, from all of which the Court is of the opinion and finds that irreconcilable differences exist in the marriage between the parties and that the plaintiff, therefore, is entitled to an absolute divorce from the defendant

The Court is of the further opinion and finds that the property settlement agreement entered into by and between the parties should be approved and made a part of this decree of divorce.

IT IS, THEREFORE, ORDERED AND ADJUDGED BY THE COURT as follows:

1. That the plaintiff, Elisabeth Wynelle Cohen Dodson, be and hereby is granted an absolute divorce from the defendant and restored to all the rights and privilges of an unmarried person.

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MINUTES ON THE 18th DAY OF SEPTEMBER, 1981

2. That the property settlement agreement entered into by and between the parties be and the same hereby is approved by the Court and incorporated in this decree as follows:

In this cause, wherein the plaintiff, Elisabeth Wynelle Cohen Dodson, has filed an action for absolute divorce against the defendant, William Edward Dodson, Jr., the parties desire to enter into an agreement for the settlement of their property rights and to the plaintiff's rights of child custody and support. It is, therefore, agreed by and between the parties as follows:

1. That irreconcilable differences exist in the marriage between the parties and that their marriage had irretrievably broken down.

2. That the plaintiff will proceed at the earliest practicable time to obtain an absolute divorce on the ground of irreconcilable differences.

3. That the plaintiff will be granted sole care and custody of Sara Elisabeth Dodson, the minor child of the parties, but the defendant shall have the right to visit with and see the said chold and to have the said child with him at reasonable times and places.

4. The defendant will pay to the plaintiff as child support the sum of Two Hundred Fifty ($250.00) Dollars per month commencing on the first day of June, 1981, and continuing on the same day of each successive month until otherwise ordered by this Court.

5. That the defendant will receive all right, title and interest of the plaintiff in the real property owned by the defendant and situated at 846 Battery Lane, Nashville, Davidson County, Tennessee.

6. That the defendant will pay to the plaintiff as the plaintiff's equity in the aforementioned real property and as alimony in solido the sum of Seven Thousand Five Hundred ($7,500.00) Dollars. The said sum of Seven Thousand Five Hundred ($7,500.00) Dollars will be paid by the defendant to the plaintiff within a period of three (3) years from the date of the entry of a final decree of divorce on the court's minutes, but the said sum of Seven Thousand Five Hundred ($7,500.00) Dollars will bear interest at the rate of ten (10%) percent per annum from the date of the entry of this order until the said sum of Seven Thousand Five Hundred ($7,500.00) Dollars has been paid by the defendant to the plaintiff. The interest accrued on the principal sum of Seven Thousand Five Hundred ($7,500.00) Dollars will be paid by the defendant to the plaintiff within a period of

five (5) years from the date of the entry of this order, but the interest shall accrue only on the principal sum of Seven Thousand Five Hundred ($7,500.00) Dollars as long as that sum or any portion thereof remains unpaid. In the event, however, that the defendant should remarry, sell the aforementioned real property, mortgage or encumber the said real property, or cease to utilize the said real property as his principal place of residence, the said sum of Seven Thousand Five Hundred ($7,500.00) Dollars plus accrued interest at the rate of ten (10%) percent per annum until that date will be paid by the defendant to the plaintiff within thirty (30) days thereafter. It is agreed by and between the parties that the plaintiff shall retain a lien on the said real property situated at 846 Battery Lane, Nashville, Davidson County, Tennessee, until such time as the entire sum of Seven Thousand Five Hundred ($7,500.00) Dollars plus accrued interest as specified herein has been paid by the defendant to the plaintiff. The defendant will pay at his sole expense all payments of indebtedness due on the said property, will keep and maintain the same in good repair, will keep the same insured at its fair market value, and will pay all property taxes and levies on the said property until the sums specified herein due from the defendant to the plaintiff, including the accrued interest, have been paid in full.

7. The defendant will keep in full force and effect his present or similar life insurance in the approximate amount of Thirty Three Thousand ($33,000.00) Dollars and will retain the minor child of the parties as the beneficiary thereon until such time as the child has attained the age of eighteen (18) years.

8. The defendant will keep and maintain his present or similar comparable medical and hospitalization insurance coverage on the minor child of the parties until the said child has attained the age of eighteen (18) years.

9. The plaintiff will retain as her sole property all the household furniture and furnishings and all other items of personal property presently in her possession. The plaintiff will further retain as her sole property the 1978 Pontiac Firebird automobile presently titled solely in her name.

10. The defendant will retain as his sole property all of the household furniture and furnishings in his possession together with his 1976 Plymouth Fury II automobile and all of the other items of personal property presently in his possession.

11. The defendant will reimburse the plaintiff within thirty (30) days from the entry of a decree of divorce the sum of Two Hundred Fifty ($250.00) Dollars as a portion of her attorney fees.

12. The defendant will pay the costs of this cause

in the Fifth Circuit Court for Davidson County, Tennessee.

13. This instrument contains the entire agreement between the parties, and neither party shall have any right or claim to the other for any purpose or reason except as is expressly stated therein.

All of which is, accordingly, ORDERED, ADJUDGED AND DECREED BY THE COURT and for which execution may issue, if necessary.

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JUDGE

Enter This 17th Day of September, 1981

APPROVED FOR ENTRY:

ROBERTS & CRAIG

BY _____
LARRY L. ROBERTS
Attorney for Plaintiff

I certify that a copy of the foregoing order has been sent to the defendant in this cause, Mr. William Edward Dodson, Jr., 846 Battery Lane, Nashville, Tennessee 37220, this 17th day of September, 1981.

LARRY L. ROBERTS

[illegible] is a true copy
[illegible] is in my office
this 19 day of Nov 19 84
GEORGE L. [illegible] Clerk
By _____ D.C.
Deputy Clerk

MINUTES ON THE 18th DAY OF SEPTEMBER, 1981