138B/456

IN THE FOURTH CIRUCIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ERLENE SHAW,

Complainant,

vs.

FRANK THOMAS SHAW,

Defendant.

Map 72-1
Par 31 Is

No. 82D-3145

BOOK 6504 PAGE 629

FINAL DECREE

This cause came on to be heard on August 17, 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 child, 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 sufficent provision for the equitable settlement of property rights between themselves and made adequate and sufficient provision for custody and maintenance of the parties' minor child; that this Property Settlement, Child Custody and Support Agreement should be approved; that the Counter-Complaint and Answer heretofore filed by Husband have been withdrawn; and that the ninety-day waiting period, as required by statute, has elapsed.

It is therefore ORDERED, ADJUDGED AND DECREED that Wife, Erlene Shaw, 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 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

ERLENE SHAW,
Complainant

VS.

FRANK THOMAS SHAW,
Defendant

NO. 82D-3145

BOOK 6504 PAGE 630

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and concluded this 25 day of July, 1984, by and between ERLENE SHAW and FRANK THOMAS SHAW:

W I T N E S S E T H:

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. The parties agree that they shall have joint custody of their minor child, to be exercised as follows:

(a) The child shall reside with the Husband from Sunday evening at 6:00 p.m. to Friday evening at 6:00 p.m. during the months school is in session.

(b) During the aforesaid period the child shall reside with the Wife from 6:00 p.m. Friday until 6:00 p.m. Sunday each and every weekend.

(c) During the months school is not in session, the child shall reside with the Wife during the entire period except that she shall reside with Husband every other weekend from 6:00 p.m. Friday to 6:00 p.m. Sunday.

(d) The parties agree that each will cooperate with the other in assuring that the minor child has open and free access to each parent. To that end, they each agree to be liberal in permitting the other to have the child with him or her upon request when practicable even when the child is not residing with the parent making the request.

(e) The parties agree that they shall alternate having the child on Thanksgiving Thursday and Thanksgiving Friday, and on Christmas Eve and Christmas Day, with Wife to have Thanksgiving Friday and Christmas Day in 1984. They further agree that each shall have the child for one-half of all holiday breaks from school and for one-half the child's birthday. The Mother shall have the child Mother's Day and on the Mother's birthday, and the Father on Father's Day and on the Father's birthday.

2. Husband shall pay as child support the sum of $20 per week during the months school is in session and $25 per week during the months school is not in session. The payments are to be made on a weekly basis.

In addition, the Father is to be responsible for providing for or paying for all daycare during the months that school is not in session.

3. Husband further agrees to provide for all the clothing needs of the child regardless of whom the child is residing with.

4. It is agreed that the Husband shall obtain and maintain hospitalization and health insurance on the minor child of the parties, and that he shall pay all her healthcare costs of whatever kind not paid by insurance.

5. 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 2521 Bethwood Drive, Nashville, Tennessee 37207, and recorded at Book 5149, Page 992 Register's Office for Davidson County, Tennessee, shall be divested out of him and vested solely in the Wife. The said home property is described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 101 on the plan of Shepardwood Subdivision, Section 2 of record in Plan Book 4460, page 66, Register's Office for said County.
>
> SAID Lot No. 101 fronts 60 feet on the southeasterly margin of Bethwood Drive and extends back between parallel lines 137 feet to a dead line on the rear.
>
> BEING the same property conveyed to Steve Hathaway and wife, Regina Hathaway by deed from Murphree Realty Company of record in Book 4634, page 814, Register's Office for Davidson County, Tennessee.
>
> BEING the same property conveyed to Frank T. Shaw and wife, Erlene Shaw by deed from Steve Hathaway and wife, Regina Hathaway of record in Book 5149, page 992, Register's Office for Davidson County, Tennessee.
>
> This conveyance is subject to any and all existing easements of record.

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 she shall indemnify and hold Husband harmless upon any and all liability in connection with said mortgage.

6. The parties agree that household furnishings furniture, personal property and other personal effects remain in the possession and ownership of the respective party now in possession of the property so divided.

7. 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.

8. 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 consitute 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.

9. Any court costs incurred as a result of the pending action for absolute divorce shall be paid by Husband and Wife equally.

10. The parties accept the provisions of this Agreement in full and final settlement satisfaction of any and all claims and rights which either of them have had or may now have against the other party with respect to alimony, maintenance and support; and both Husband and Wife further do hereby forever release to the other all claims or rights to dower, homestead, alimony, inheritance, year support and all other property rights, except as provided for in this Agreement, which either has had, may now have, or may hereafter have but for 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.

11. 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.

IN WITNESS WHEREOF, the parties have set their signatures.

7-19-84
DATE

Erlene Shaw
ERLENE SHAW

7 25 84
DATE

Frank T. Shaw (heirs)
FRANK THOMAS SHAW

STATE OF TENNESSEE

COUNTY OF DAVIDSON

On this 19th day of July, 1984, before me personally appeared ERLENE SHAW, to me known to be the person who executed the foregoing instrument in behalf of ERLENE SHAW and acknowledged that she executed the same as the free act and deed of said ERLENE SHAW.

Mary Frances Fyfe
NOTARY PUBLIC

My Commission Expires: 11-28-87

STATE OF TENNESSEE

COUNTY OF DAVIDSON

On this 25 day of July, 1984, before me personally appeared FRANK THOMAS SHAW, to me known to be the person who executed the foregoing instrument in behalf of FRANK THOMAS SHAW and acknowledged that he executed the same as the free act and deed of said FRANK THOMAS SHAW.

John Connors III
NOTARY PUBLIC

My Commission Expires July 21, 1985

My Commission Expires:

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

It is further ORDERED, ADJUDGED AND DECREED that all of Husband's right title and interest in the parties' home property known as 2521 Bethwood 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 17th day of August, 1984.

Muriel Robinson

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

Mary Frances Lyle

MARY FRANCES LYLE
Attorney for Wife

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been mailed to Mr. John T. Conners, III, Esquire, 601 Stahlman Building, Nashville, Tennessee 37201 this 17th day of August, 1984.

Mary Frances Lyle

MARY FRANCES LYLE

6143 03/06 27.00- CHECK

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IDENTIF. REFERENCE

MAR 6 9 29 AM '85

DAVIDSON COUNTY, TN

Mail
Erlene Shaw.
2521 Bethnard
Apt.
Nash. Tenn
37207

STATE OF TENNESSEE

I, **GEORGE L. ROOKER,** *Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the* Fourth *Circuit Court for Davidson County, Tennessee, on the* seventeenth *day of* August, *19* 84, *in Case Number* 82D-3145 *between* ERLENE SHAW *Plaintiff, and* FRANK THOMAS SHAW *Defendant, as same remains of record in Book* 138B, *Page* 1456 *of the Minutes of said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 5th *day of* November *in the year one thousand nine hundred and* eighty-four *and in the* 209 *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By G L Knight, *D.C.*

Form #GR-117