IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
1983 AUG 29 PM 3 31
GEORGE T. ROOKER, CLERK
D.C.

GRANVILLE EARL WILLIAMS, JR.)
)
VS.) NO. 83D 1265
)
CLARA JEAN WILLIAMS)

BOOK 6555 PAGE 181

FINAL DECREE

This cause came on to be heard before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee on the 18th day of August, 1983 to be heard on the grounds of irreconcilable differences, the parties having orally moved the Court to withdraw the original Complaint, Countercomplaint and Answers on the grounds of cruel and inhuman treatment, from all of which the Court finds that the parties have made adequate and sufficient provision by written agreement before a Notary Public for the equitable settlement of property rights and child support for the minor children.

It is therefore ORDERED, ADJUDGED AND DECREED that the Court approve's the Motion to withdraw the original Complaint, Countercomplaint and Answers on the grounds of cruel and inhuman treatment.

It is further ORDERED, ADJUDGED AND DECREED that the parties be granted an absolute divorce on the grounds of irreconcilable differences.

It is further ORDERED, ADJUDGED AND DECREED that the Court affirmatively find that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any and all property rights and also for the support of the minor children.

It is further ORDERED, ADJUDGED AND DECREED by the Court that the property settlement agreement entered into between the parties be and the same is hereby an Order of the Court and is incorporated herein as follows:

J 0 7.5 2 6

IDENTIF. REFERENCE

MAY 24 3 03 PM '85
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

PROPERTY SETTLEMENT, CHILD CUSTODY AND CHILD SUPPORT AGREEMENT

WHEREAS, there is presently pending in Court a Complaint for Absolute Divorce filed by Granville Earl Williams, Jr., (hereinafter referred to as "Husband") and against Clara Jean (Hofer) Williams (hereinafter referred to as "Wife"); bearing Docket No. 83D-1265 and;

WHEREAS, both parties have suffered certain irreconcilable differences in their marriage and are living apart, and it further appears that there is no hope for reconciliation; and

WHEREAS, the parties desire to enter into a Property Settlement, Child Custody and Child Support Agreement, and to make adequate and sufficient provisions by this written agreement for the fair and equitable settlement of all property rights and the custody and support of the minor children of the parties, and that the parties further desire to enter into this agreement, not out of levity or by collusion, but to settle and adjudicate all property matters of the parties and to tender the same to the Court for approval in the event a divorce is granted in this cause; and

WHEREAS, both parties are aware of their legal rights insofar as any contemplated court action is concerned and have had the opportunity of the advice of counsel;

NOW THEREFORE, for and in consideration of the premises hereinabove stated, and the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the parties agree as follows:

1. That the Wife shall have custody of the minor children with the Husband to have liberal visitation rights to be worked out between the parties.

2. It is agreed that the Husband shall pay to the Wife the sum of $200.00 per month per child for the support and maintenance of the minor children and continuing until the children each attain the age of 18 years.

GEW, Jr. C.J.W. CJW

3. That the Wife is to have title to the residence of the parties at 502 Waycross Drive, Nashville, Davidson County, Tennessee and the Husband agrees to transfer all his right, title and interest in said residence to the Wife and execute any necessary documents in order to effectuate this transfer. The Wife agrees to timely pay the balance due on the first mortgage on said residence and agrees to hold the Husband harmless for any liability therefor.

4. The Husband agrees to timely pay the balance due on the second mortgage on said residence to Wife and agrees to hold the Wife harmless for any liability therefor.

5. The Wife is to have all of the furniture and household furnishings currently in her possession and remaining in the residence of the parties at 502 Waycross Drive, Nashville, Davidson County, Tennessee.

6. The parties are each to retain all of their clothing and personal belongings now in their possession.

7. The parties agree that the 1981 Buick Station Wagon is to remain the property of the Wife, and the Husband shall be financially responsible for the balance of payments on this vehicle and hold the Wife harmless for any further payments.

8. The Husband agrees to pay the credit card balances due as of June 15, 1983 to the following companies: Mastercharge; Visa; Sears; and also a personal line of credit at First American National Bank through the date of June 15, 1983. Furthermore, the parties agree to be responsible each for their own debts incurred after the date of June 15, 1983. Each party warrants and represents that he or she has not contracted any indebtedness on the credit of the other since the date of June 15, 1983 and assumes the sole and separate responsibility for said outstanding indebtedness and agrees to hold the other harmless for any liability therefor, except as otherwise mentioned herein.

The Husband agrees to carry Major Medical Insurance on the minor children of the parties until each reaches the age of 18 and on the Wife until her death or remarriage,whichever comes first.

GEW JR. CJW C.J.W.

9. The Husband is to retain all furniture and household furnishings in his possession, said property having been previously removed from the residence of the parties.

10. The parties agree that the 1981 Jeep CJ5 automobile is to remain the property of the Husband and the Wife agrees to execute any documents necessary to effectuate the transfer of said automobile, and he is to be financially responsible for the balance of payments.

11. The parties agree that the 1981 Camaro race car and its parts and its related equipment is to remain the property of the Husband.

12. That the parties agree that all tools and garage equipment is to remain the property of the Husband.

13. That the Husband is to have title to the parcels of real property located and described as follows:

a. Property upon which Husband's business is located at 2405 and 2407 Cruzen Street; Lots 199 and 200, respectively.

b. An unimproved lot at 2408 Cruzen Street; Lot #260.

c. A house and lot at 2406 1/2 Cruzen Street; Lot #259.

14. The Wife agrees to transfer all right, title and interest in the above described real property to the Husband and to execute any necessary documents to effectuate said transfer.

15. That the Husband agrees to assume the balances due on all outstanding mortgages and agrees to hold the Wife harmless for any liability therefor, listed in 13 a, b, and c above.

16. That the Wife is to have title to the real property described as follows:

a. An unimproved lot at 2312 Winford Avenue and she is to be financially responsible for the balance of payments and hold the Husband harmless for any further payment on said property.

17. That the parties agree that the Husband shall retain all rights, title and interest in Middle Tennessee Door Company and its fixtures and equipment and Wife hereby transfers and conveys all of her right, title and interest to Husband in such property.

GEW, Jr. CJW

18. That the parties agree that the Husband shall retain all rights, title and interest in all vehicles owned by Middle Tennessee Door Company and the Wife hereby transfers and conveys all of her rights, title and interest to Husband in such property.

19. That each party is responsible for his or her own attorney's fee arising out of this cause.

20. That the Husband is to pay the costs of this cause.

This Agreement is intended as a complete and full settlement of any and all child custody, child support, visitation and any and all property, real or personal, which the parties now own or may hereinafter acquire.

The Husband and Wife further agree that in the event a decree of divorce is granted by the Court that a copy of this agreement may be attached or be made a party of the divorce decree and shall thereby determine the rights of the parties.

It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily and with the advice of counsel.

IN WITNESS WHEREOF, the parties have executed this Property Settlement, Child Custody and Child Support Agreement in duplicate this 27th day of July 1983.

Granville Earl Williams, Jr.
Granville Earl Williams, Jr.

Clara Jean (Hofer) Williams
Clara Jean (Hofer) Williams

GEW, Jr. CJW CEW

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, GRANVILLE EARL WILLIAMS, JR., to me personally known, who acknowledged to me that he executed the within instrument for the purposes therein contained.

Sworn to and subscribed before me this 27th day of ~~April~~ July, 1983.

Notary Public

My Commission Expires:

7-7-86

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, CLARA JEAN (HOFER) WILLIAMS, to me personally known, who acknowledged to me that she executed the within instrument for the purposes therein contained.

Sworn to and subscribed before me this 1st day of ~~April~~ July, 1983.

Notary Public

My Commission Expires:

1-13-87

ENTERED this the 29th day of August 1983.

JUDGE

APPROVED FOR ENTRY:

Robert L. Hudson
Attorney for Plaintiff
2002 Richard Jones Road
Nashville, Tennessee 37215

CERTIFICATE

I hereby certify that I have this day mailed a true and exact copy of this instrument to Harold Wilson, Attorney for the Defendant, 700 Stahlman Bldg. Nashville, Tennessee 37201 this 24th day of August 1983.

Robert L. Hudson

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* Twenty-Ninth *day of* August, *19* 83, *in Case Number* 83D-1265 *between* Granville Earl Williams, Jr. *Plaintiff, and* Clara Jean Williams *Defendant, as same remains of record in Book* 131C, *Page* 2631 *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* 23rd *day of* May *in the year one thousand nine hundred and* Eighty-Five *and in the* 209th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Virginia Leary *D.C.*

Form #GR-117