144C/2202

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

85 MAY 30 AM 11:40

JUNE ROBERTS, CLERK

146-06-0C
033.00CO

JUNE HAYWARD OWENS,

Complainant—K Rooker D.C.

VS.

CLARENCE EDWARD OWENS,

Defendant

NO. 85D-481

BOOK 6587 PAGE 553

FINAL DECREE

This cause came on to be heard on the 30th day of May, 1985, before the Honorable Muriel Robinson, Judge, upon complainant's Complaint For Absolute Divorce; upon the Property Settlement, Child Custody, And Support Agreement, which provides for custody of the parties' minor child, support of the parties' minor child, division of the parties' respective rights and interest in all joint and individual property, and apportionment of responsibility of payment of the parties' joint and individual debts; upon all the pleadings; and upon testimony of the complainant and statements of counsel, from all of which the Court finds that the allegation of complainant's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle complainant to an absolute divorce; that the Property Settlement And Child Custody Agreement heretofore executed by the parties is an adequate and sufficient apportionment of the martial property and debts of the parties, and makes adequate and sufficient provision for custody and support of the parties' minor child, and should be approved; and that the ninety day waiting period, as required by statute, has lapsed.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that complainant, June Hayward Owens, be and she is hereby awarded an Absolute Divorce from defendant, Clarence Edward Owens, and she is restored to all rights and privileges of an unmarried person, 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 each and every provision of said Agreement is hereby made a specific Order and Decree of the Court. The Property Settlement, Child Custody And Support Agreement is in words and figures as follows:

PROPERTY SETTLEMENT, CHILD CUSTODY, AND SUPPORT AGREEMENT

THIS AGREEMENT is entered into by and between JUNE HAYWARD OWENS, hereinafter referred to as "Wife", and CLARENCE EDWARD OWENS, hereinafter referred to as "Husband", subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS, the parties have experienced marital difficulties, with the result that Wife has instituted divorce proceedings against Husband in the Circuit Court for Davidson County, Tennessee, wherein the Wife is seeking a divorce from the Husband and other relief related thereto; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights, support obligations, child custody rights, obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present but for the future;

NOW THEREFORE, for and in consideration of the foregoing premises and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. Child Custody - The parties acknowledge that there is one (1) minor child, ROMNI MAUDANN OWENS, born of this marriage. The parties agree that Wife shall have the custody, care and control of said minor child for a continuous period of nine (9) months beginning the 1st day of November and ending on the 31st day of July and that Husband shall have the care, custody

and control of said minor child for a continuous three (3) month period beginning the 1st day of August and ending on the 31st day of October of each year. The parties further agree that, during the periods of custody of said child being exercised by one of the parties, the other party shall have visitation privileges every other weekend with said minor child from 6:00 p.m. on Friday until 6:00 p.m. on Sunday. The parties further agree that, Husband will have visitation privileges with the minor child on Christmas Day and on said minor child's birthday, 25 July, on alternative years, beginning in 1986. Said child will not be kept out of State for a continuous period of over two weeks without the prior consent of the parent with visitation privileges at the time.

2. Child Support - The parties agree that the parent who is not in custody of said minor child will pay the parent with the custody of said child Two Hundred and Thirty ($230.00) Dollars per month as child support. The parties agree that Wife will be entitled to the dependency deduction allowed under the Internal Revenue Service Code for said minor child. The parties agree that each will be responsible for one-half of the annual payment of tuition and fees for the education of said child during her minority or until she graduates from high school, whichever comes first.

3. Real Property - The parties acknowledge and agree that they are the owners, as tenants in entirety, of certain real property located at 802 Williamsburg West Drive, Nashville, Tennessee. The parties agree that all right, title and interest of Husband in and to said real estate will be divested out of him and vested in Wife absolutely and in fee simple; the parties further agree that Wife will be solely responsible for the mortgage indebtedness on said real property and agrees to indemnify Husband for any amounts he may be hereafter required to pay on account of said mortgage indebtedness. Wife agrees to pay and Husband agrees to accept the sum of $8,757.50, as payment in full for Husband's equitable interest in and to said

real property, said payment to be made as set forth hereinafter and as may be negotiated or agreed upon between the parties hereto.

4. Personal Property - The parties acknowledge and agree that each shall keep the prope-ty which each party brought into the marriage, such property to include, but not be limited to, clothing, jewelry, and similar items of personalty, and they acknowledge that they have made a satisfactory settlement and distribution of all such personal property. The parties further acknowledge and agree that they have made a fair and equitable distribution of all personal property, furniture and appliances obtained after the marriage.

5. Monetary Funds and Accounts - The parties acknowledge and agree that they have a joint savings account and joint checking account and that Wife's present interest in said joint savings account is approximately $3,300.00 and, further, that all Wife's right, title and interest in and to said savings account is divested out of her and vested in Husband in partial payment of the equity of Husband in the above described real estate. The parties further acknowledge and agree that they are the owners, as tenants in the entity, of certain Certificates of Stock in A T & T, the present value of which is approximately $150.00. The parties agree that said stock will be divided equally and that appropriate notifcation will be made to A T & T of said division.

6. Insurance - Both parties agree to maintain life insurance in an amount not less than $100,000.00 and to name the minor child as the primary beneficiary under such policies. Husband agrees to maintain medical and hospitalization insurance on said minor child and agrees to pay any deductible which may be applied to a claim made under said medical or hospitalization policy.

7. Debts - The parties acknowledge and agree that the joint debts of the parties are accounts at Cain-Sloan and Castner-Knott and debts pursuant to personal lines of credit

in the amount of $1,500.00 at Fidelity Federal Savings And Loan Association and $150.00 at First American National Bank. The parties agree that Wife will be responsible for the balance at Cain-Sloan Department Store and Husband will be responsible for the balance at Castner-Knott Department Store and each party agrees not to make any further purchases or charges on the account assumed by the other party. The parties further agree that the existing balances of the debts pursuant to said lines of credit referred to herein will be divided equally between the parties. The parties further agree that each shall be responsible for his or her own debts from and after date of this Agreement and further agree to hold the other harmless for such debts.

8. Business Debts - The parties acknowledge and agree that Husband is currently obligated on certain debts which have been incurred by Wife in connection with her present occupation and employment. Wife agrees to release Husband from any obligation on said debts and to indemnify and hold Husband harmless for any monies which Husband may be called upon to pay and pay pursuant to said business debts. Wife agrees to immediately notify the holder of any notes evidencing said business debts of her release of Husband thereon.

9. Income Tax - The parties acknowledge and agree that there is a joint liability for 1984 income taxes and that said liability will be paid one-half by each of the parties hereto; similarly, any refund will be divided one-half between the parties and Wife agrees that her share of said refund will be applied to her obligation to Husband pursuant to Paragraph 3 hereof. Any balance remaining of Wife's one-half shall be refunded to Wife.

10. Court Costs - The parties agree that the Court costs in this cause shall be taxed to the Husband, except for the $75.00 filing fee already paid by Wife.

11. Breach of this Agreement - The parties acknowledge that the failure of either party to abide by the terms and conditions

of this Agreement shall vest in the other party the right to pursue whatever legal actions are appropriate in order to remedy the particular breach. The parties agree that the party in breach of this contract shall be responsible to the non-breaching party for all reasonable attorney fees incurred by the non-breaching party as a result of his or her efforts to enforce the terms of this Agreement subsequent to its execution and adoption by the Court.

12. Content of this Agreement - The parties acknowledge that they have read the entire terms of this Agreement and that they understand all the terms contained herein. The parties further acknowledge that this Agreement adequately and sufficiently provides for the division of all marital property and for the custody and support of the minor child.

The parties further acknowledge and agree that this Agreement constitutes a full and complete understanding of the parties hereto relative to all matters of the division of all marital property and child custody and child support and is executed on the day and date written below and a copy of same is being retained by each party.

/s/ June Hayward Owens
JUNE HAYWARD OWENS

/s/ Clarence Owens
CLARENCE EDWARD OWENS

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this cause be and the same are hereby taxed against the defendant, except for the $75.00 filing fee already paid by complainant.

IT IS ORDERED, ADJDUGED AND DECREED that execution may issue to enforce any of the provisions of this Decree.

ENTER this 31th day of May, 1985.

JUDGE

APPROVED FOR ENTRY:

WILLIAMS AND DINKINS

BY
RICHARD H. DINKINS

Attorneys for Complainant

CERTIFICATE

The undersigned certifies that copy of the foregoing Final Decree was served on the defendant, Clarence Edward Owens, by depositing same in the United States Mail, Certified Mail With Receipt Requested to 975 General George Patton Road, Nashville, Tennessee 37221, this the 30th day of May, 1985.

IDENTIF. REFERENCE
JUN 20 11 16 AM '85
FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

J 1 4 5 9 0

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* 30th *day of* May, *19* 85, *in Case Number* 85D-481 *between* June Hayward Owens *Plaintiff, and* Clarence Edward Owens *Defendant, as same remains of record in Book* 144C, *Page* 2202 *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* June *in the year one thousand nine hundred and* eighty-five *and in the* 209th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117