FILED

JAN 27 1982

GEORGE TELLOCK, Clerk

By _____ Deputy

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CHARLENE ELLEN WILLIAMS,)
)
Plaintiff,)
)
VS.) No. 81D-3196
)
ROBERT LEE WILLIAMS,)
)
Defendant.)

BOOK 6672 PAGE 811

F I N A L D E C R E E

This cause came on to be heard before the Honorable James Swiggart, Judge, on this the 25th day of January, 1982, upon the Petition for Absolute Divorce filed by Plaintiff, CHARLENE ELLEN WILLIAMS, against the Defendant, ROBERT LEE WILLIAMS, upon the grounds of irreconcilable differences the necessary time having expired since the filing of the Petition and there being minor children in the cause, upon testimony of Plaintiff and from the entire record from all of which the Court finds that there have been irreconcilable differences between the parties and that Plaintiff is entitled to an absolute divorce from the Defendant.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that Plaintiff, CHARLENE ELLEN WILLIAMS, is hereby granted an absolute divorce from the Defendant, ROBERT LEE WILLIAMS, and restored to all the rights and privileges of an unmarried person.

It is further ORDERED that all right and title and interest in and to the following described real estate is hereby divested out of Defendant and vested in Plaintiff as her sole and absolute property.

> LAND in Davidson County, Tennessee, being Lot No. 334 on the Plan of Hermitage Hills, 3, of record in Book 2900 page 97 Register's Office for said County, Tennessee.
>
> BEING the same property conveyed to Robert L. Williams and wife, Ellen C. Williams by deed of record in Book 4505, page 448, Register's Office for Davidson County, Tennessee.

It is further ORDERED that all right and title and interest in and to a 1971 Pontiac automobile, Title No. 26133207 is hereby divested out of Defendant and vested in Plaintiff as her sole and absolute property.

It is further ORDERED that the signed and notarized Property Settlement Agreement entered into by and between these parties is hereby specifically found to be a fair, just and equitable apportionment of

the marital and property rights of these parties and that adequate provision is made for the support and maintenance of the minor children and it is approved by the Court and copied herein verbatim:

PROPERTY SETTLEMENT AGREEMENT

This agreement made this the 7th day of October, 1981, by and between CHARLENE ELLEN WILLIAMS, hereinafter called "Wife", and ROBERT LEE WILLIAMS, hereinafter called "Husband", WITNESSETH:

WHEREAS, Wife has filed suit for Absolute Divorce against the Husband in the Sixth Circuit Court of Davidson County, Tennessee, and the said suit is now pending; and

WHEREAS, the parties desire to settle their property and marital rights in accordance with the agreements herein contained along with the maintenance and custody of the minor children.

Now, therefore, for and in consideration of the mutual promises and agreements herein contained, the parties hereby contract and agree as follows:

1. That each of the parties shall have their personal effects and belongings free and clear from any claim by the other.

2. Wife shall have the 1971 Grand Prix Pontiac in her name alone and Husband agrees to transfer title to this car to the Wife.

3. Four cemetery lots that the parties now own together shall be transferred to the Wife.

4. Husband agrees to pay Wife $3,000.00 within 18 months of the date of this agreement without interest. This said sum represents money previously used by Husband for the start of his business.

5. Wife hereby waives any and all right and claims that she might have in and to the business known as Fleet Truck Repair, Inc., Nashville, Tennessee, of which the husband is a part owner and he will own his interest in this business free and clear by any claim by the Wife.

6. Custody and control of the two minor children, LENORA and TERESA, shall be given to Wife with reasonable rights of visitation granted to Husband. Husband agrees to pay Wife $125.00 a month per child for each month hereafter for support and maintenance for the minor children. Upon graduation from high school, if one or both of

these children should want to attend college or other institutions of higher learning for a period of four years from the date of their graduation, then Husband will continue the child support payments of $125.00 per month per child, payable to the Wife. During the time of their attending school, if they should marry or if they should not attend school or if they should quit school after they have started, then the $125.00 per month, per child shall immediately cease. Husband hereby recognizes that the law in the State of Tennessee only requires support and maintenance for minor children until they reach the age of 18 years of age, and he hereby agrees to continue these payments as set forth above in order to encourage and help his children receive higher education.

7. Husband agrees to keep hospital insurance on the children and agrees to pay one-half of the dental bills in the event the youngest child requires braces, and he will pay one-half of excessive hospital and dental bills as further support and maintenance for the minor children.

8. Husband agrees to pay the Wife, as alimony in solido, the following described payments:

a. Pay and keep current the first mortgage payment on the home of the parties located at 3837 Bonnacreek Drive, Hermitage, Tennessee, and continue to make these monthly payments until the first mortgage is paid. Included in the first mortgage payments are term life insurance, disability insurance, homeowner insurance and taxes. As the costs of these above enumerated items increase each year, if any, then the monthly mortgage payments that the Husband agrees to pay will increase acccrdingly.

b. Husband agrees to pay a second mortgage on the home of the parties at the same address until paid in full and to keep current these payments.

c. Husband agrees to pay the monthly life insurance payments on a policy of life insurance in the amount of $10,000.00 wherein Wife is the beneficiary and continue these payments until the policy is paid up in value.

9. All right, title and interest entering in and to the home of the parties located at 3837 Bonnacreek Drive, Hermitage, Tennessee shall be transferred out of the Husband and vested in the Wife as her sole and Absolute Property.

10. Wife agrees to make a will wherein she devises the home of the parties upon her death to her children, equally, plus the amount realized from the $10,000.00 life insurance policy.

11. Wife hereby waives and relinquishes any other claim or benefits that she might have against the Husband as a result of this marriage relationship.

12. The parties further agree that this is a full, true and complete Property Settlement Agreement, hereby settling the marital and property rights that they might have against each other that they will make no further claim against each other as a result thereof.

13. This Property Settlement Agreement will be presented to the Court for approval, and if a divorce is granted to the Wife, shall be incorporated into the Final Decree and made a part of the Court Records.

Costs are adjudged against Defendant for which execution may issue if necessary.

Enter This 27th Day of Jan, 1982

JUDGE

APPROVED FOR ENTRY:

ATTORNEY FOR PLAINTIFF

CERTIFICATE

I hereby certify that a copy of the foregoing Final Decree has been mailed to Mr. Robert Williams, 219 Whitsett Road, Nashville, Tennessee 37211 and to Ms. Chalene Williams at 3837 Bonnacreek Drive, Hermitage, Tennessee 37076 this 26 day of Jan, 1982.

BOOK 6672 PAGE 815

4 1 6 1 3

IDENTIFICATION REFERENCE

OCT 3 2 04 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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* Sixth *Circuit Court for Davidson County, Tennessee, on the* 25th *day of* Jan *,19* 82 *, in Case Number* 81D-3196 *between* Charlene Ellen Williams *Plaintiff, and* Robert Lee Williams *Defendant, as same remains of record in Book* 308 *, Page* 975 *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* 26th *day of* Sept *in the year one thousand nine hundred and* 85 *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By L Ayers *D.C.*

Form #GR-117