7241/215

BOOK 6814 PAGE 495

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

NOV -3 PM 3:02

MARY JANE DURHAM WHITE)
)
)
VS.) No. 81D-2660
)
)
JOHN ALVIN WHITE, JR)

O R D E R

This cause came on to be heard before the Honorable Harry S. Lester, Judge, upon the Complaint filed herein, the testimony of the plaintiff and statement of counsel from all of which the Court is of the opinion and finds that the plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differennces.

The Court further finds the Property Settlement Agreement to be reasonable and proper under the circumstances that exist in this case and said settlement is hereby approved.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore subsisting between the plaintiff and the defendant be and the same are dissolved and the plaintiff is granted an absolute divorce.

IT IS FURTHER ORDERED that the Property Settlement is approved and made the ORDER of this Court as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 4th day of July, 1981, by and between JOHN A. WHITE, JR., hereinafter referred to as the "Husband" and JANIE D. WHITE, hereinafter referred to as the "Wife" at Nashville, Davidson County, Tennessee.

'713 03/27 15.0?- CHECK
86579
IDENTIFICATION REFERENCE
Mar 27 11 07 AM '86
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

WHEREAS, the parties hereto are husband and wife but differences have arisen between them which are considered irreconcilable and it is to the best interest of the parties and their minor children to provide for division of the property accumulated by the parties during the marriage, custody and child support for the parties' minor children.

FOR AND IN consideration of the mutual promises made herein and other good and valuable considerations, the receipt of which are hereby acknowledged by each of the parties, it is agreed and understood between the parties as follows:

1. That the parties shall have joint custody of the three minor children, with physical custody to be with the wife and visitation rights reserved to the husband at such times as are reasonable, convenient and proper to the parties and to the children.

2. That the parties own a house and lot at 3613 Robin Road, Nashville, Davidson County, Tennessee as tenants by entireties, in which they own a substantial equity and upon entry of the final order of divorce, the husband shall convey his one-half (1/2) undivided interest to the wife as trustee for the parties' three minor children, JOHN ADAM WHITE, JONAS MATTHEW WHITE and RACHEL CATHERINE WHITE, for the purpose of allowing the wife and children to remain in the home or a home of the wife's selection. It is specifically agreed and understood that the wife may sell the property, including the interest of the children, provided one-half (1/2) the proceeds of the sale are reinvested in another home and title to said home is taken in the form, Janie D. White, individually, and Janie D. White, Trustee for John Adam White, Jonas Matthew White and Rachel Catherine White. Janie D. White shall continue as trustee over the interest of each child in said property or over the proceeds of the sale of the property belonging to each child until, each child attains the age of 21, in the event no replacement home is needed or purchased. In

consideration therefore, the wife hereby agrees to pay or assume and hold the husband harmless on the following indebtedness:

1)	Dr. Richard Bruehal	$110.00
2)	Richards Manufacturing Co.	$350.00
3)	NACM	$112.04
4)	SMC	$10.00
5)	Clen Leven Kindergarten	$349.00
6)	Sears	$216.22
7)	Cain Sloan	$48.50
8)	Castner Knott	$136.21
9)	Commerce Union Bank	$7,505.77

3. That the husband shall pay to the wife the sum of THREE HUNDRED ($300.00) DOLLARS per month as child support, beginning with the month in which the husband removes himself from the home.

4. That the furniture, furnishings, household goods and other personal property has been divided among the parties to the satisfaction of each of them.

5. That the 1971 Volkswagon automobile shall be the property of the wife, absolutely.

6. That the wife shall assume and pay the indebtedness to Capital Assistance Corporation, NES Improvement Loan, and the house payment to Lumas and Nettleton.

7. That the wife shall maintain medical insurance on the parties' minor children through her place of employment and shall assume responsibility for those medical expenses not covered by insurance.

8. That the husband shall maintain the insurance in effect on life at the time of the execution of this agreement with the parties' minor children as beneficiaries until the youngest of said children attains her majority.

9) That each of the parties hereto agrees to execute and sign any and all deeds, notes, contracts, title or other documents necessary to effect the purposes of this agreement.

10) That this agreement contains the entire understanding between the parties, that this agreement will be included in and become part of any order entered in dissolution of the marriage and that this agreement was entered into willingly by each of them without any undue influence, fraud, coersion or misrepresentation from any source whatever.

IN WITNESS WHEREOF, the parties have executed this agreement at Nashville, Tennessee, the day and year firstabove written.

/S/ JOHN A. WHITE, JR.

/S/ JANIE D. WHITE

IT IS FURTHER ORDERED that the costs of this cause be taxed against the defendant, for which execution may issue.

JUDGE
By Interchange

SMITH, DAVIES, SMITH & CANTRELL

BY: Thomas O. H. Smith, Jr.
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Order has been forwarded to Mr. John A. White, Jr., 3613 Robin Road Nashville, Tennessee on this 6th day of November, 1981.

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* Second *Circuit Court for Davidson County, Tennessee, on the* Ninth *day of* November, *19* 81, *in Case Number* 81D-2660 *between* Mary Jane Durham White *Plaintiff, and* John Alvin White, Jr. *Defendant, as same remains of record in Book* 124A, *Page* 215 *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* February *in the year one thousand nine hundred and* Eighty-Six *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Virginia Lear *D.C.*

Form #GR-117