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9-11-73

Map 107 Smith 83A/308

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

BOOK 6891 PAGE 994

MILDRED ERNESTEEN BOWMAN	]	
VS.	]	NO. 69174
H. C. BOWMAN	]	

FINAL DECREE

This cause came on to be heard on the 10th day of August, 1973, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon Plaintiff's complaint for absolute divorce, personal service of process, pro confesso duly entered, testimony of plaintiff and her corroborating witnesses, interrogatories filed, statement of counsel and the entire record; from all of which the Court finds that the Plaintiff has materially sustained her grounds for divorce and that the Defendant has been guilty of such cruel and inhuman treatment as renders further cohabitation between the parties improper.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Plaintiff be and hereby is granted an absolute divorce from the Defendant and restored to all the rights and privileges of an unmarried person.

And it further appearing to the Court that the parties entered into a property settlement agreement on the 3rd day of August, 1973, which is in words and figures as follows:

IDENTIFICATION REFERENCE
JUN 19 12 07 PM '86
FELIX Z. HILSCHER, REGISTER
DAVIDSON COUNTY, TN
12267

CHILD CUSTODY AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into by and between MILDRED ERNESTEEN BOWMAN, hereinafter referred to as "Wife" and H. C. BOWMAN, hereinafter referred to as "Husband";

WITNESSETH:

The parties hereto were lawfully married on February 4, 1945; and as a result of certain irreconcilable difficulties which have arisen between the parties, Wife has retained counsel for the purpose of filing a petition for absolute divorce; and after discussion, the parties are desirous of reaching an agreement concerning the care, custody and support of the minor child born of this marriage, namely, Sheila Starr Bowman, and to make final and permanent settlement agreement with respect to their various assets, including support payments for the minor child.

THEREFORE, for and in consideration of the mutual promises and agreements contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. Wife shall have the care, custody and control of the minor child of the parties, but Husband shall have the full right and privilege to visit said child and have said child visit with him at all reasonable times, places and intervals.

2. Husband shall pay the Wife as child support for the minor child the sum of $35.00 per week.

3. Wife shall have all household furnishings, which are free, clear and unencumbered, and Husband shall have no claim upon said furnishings. However, Husband does have some personal effects still in the house which may be removed at a time convenient to both parties.

4. Wife shall receive fee simple title to the house and lot located at 1932 Dabbs Avenue, Nashville, Tennessee,

and agrees to assume responsibility for the remaining mortgage payments due thereon.

5. Husband agrees to pay an attorney's fee in the sum of $250.00 incurred as a result of the above mentioned difficulties.

6. Husband agrees to discharge a balance owing on a loan made by the parties in favor of Avco Finance Corporation.

This agreement, if and when approved by a Court of competent jurisdiction in Davidson County, Tennessee, and incorporated in any decree of divorce that might be granted the parties, shall operate as a full and final settlement of any and all claims or demands arising out of the marital relations now existing or heretofore existing between the parties, which either party may now have or which might accrue to either in the future, except as herein otherwise expressly provided, including support, maintenance, alimony, dower, homestead, inheritance or any other interests or demand which might otherwise be asserted by either party against the other or against the property or estate of the other.

This instrument has been entered into by both parties of their own free will and accord, free from any undue or improper influence, fraud,coercion, durress, or misrepresentation.

This 3 day of August, 1973.

WIFE:

Mrs Mildred Ernesteen Bowman
MILDRED ERNESTEEN BOWMAN

HUSBAND:

H.C. Bowman
H. C. BOWMAN

Pursuant to said Property Settlement Agreement, all right, title and interest of the Defendant in the following described property belonging to the parties is hereby divested out of the Defendant, and the fee simple interest is vested in the Plaintiff:

> Land in Davidson County, Tennessee, being Lot No. 17 on the Plan of Bel-Air, Section One, of record in Book 2900, pages 27 and 28, Register's Office for said County.
>
> Said Lot No. 17 fronts 64 feet on the northerly side of Dabbs Avenue and extends back between parallel lines 140 feet to a dead line.
>
> Being the same property conveyed to H. C. Bowman and wife, Mildred E. Bowman, by deed from Robert G. Stone and wife, Annette S. Stone, of record in Book 4365, page 32, Register's Office for Davidson County, Tennessee.
>
> This conveyance is made subject to restrictions of record in Book 3096, page 483; and to easements, setback lines, conditions of owner's certificate, etc., as shown on plan of record in Book 2900, pages 27 and 28, said Register's Office.

The remaining portions of the Property Settlement Agreement are hereby ratified and approved by the Court.

The costs of this cause are taxed against the Defendant, H. C. Bowman, and execution will issue to enforce collection thereof, and of sums to be paid pursuant to said Property Settlement Agreement, if necessary.

_____
JUDGE

APPROVED FOR ENTRY:

Frank Grace, Jr.
Attorney for Plaintiff

Pursuant to said Property Settlement Agreement, all right, title and interest of the Defendant in the following described property belonging to the parties is hereby divested out of the Defendant, and the fee simple interest is vested in the Plaintiff:

> Land in Davidson County, Tennessee, being Lot No. 17 on the Plan of Bel-Air, Section One, of record in Book 2900, pages 27 and 28, Register's Office for said County.
>
> Said Lot No. 17 fronts 64 feet on the northerly side of Dabbs Avenue and extends back between parallel lines 140 feet to a dead line.
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> Being the same property conveyed to H. C. Bowman and wife, Mildred E. Bowman, by deed from Robert G. Stone and wife, Annette S. Stone, of record in Book 4365, page 32, Register's Office for Davidson County, Tennessee.
>
> This conveyance is made subject to restrictions of record in Book 3096, page 483; and to easements, setback lines, conditions of owner's certificate, etc., as shown on plan of record in Book 2900, pages 27 and 28, said Register's Office.

The remaining portions of the Property Settlement Agreement are hereby ratified and approved by the Court.

The costs of this cause are taxed against the Defendant, H. C. Bowman, and execution will issue to enforce collection thereof, and of sums to be paid pursuant to said Property Settlement Agreement, if necessary.

JUDGE

9-11-78

APPROVED FOR ENTRY:

Frank Grace, Jr.
Attorney for Plaintiff

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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* eleventh *day of* September, *19* 73, *in Case Number* 69174 *between* Mildred Ernesteen Bowman *Plaintiff, and* H. C. Bowman *Defendant, as same remains of record in Book* 83A, *Page* 308 *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-six *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Barbara Gibbons *D.C.*

Form #GR-117