8-2-79
Map 115-12-19 Pt. 116A/85

IN THE THIRD CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

JEANNE A. KELLY,)
)
Plaintiff,) BOOK 6933 PAGE 756
)
VS.) Docket No. 95429
)
THEODORE E. KELLY,)
)
Defendant.)

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on this 17th day of July, 1979, before the Honorable Jack Norman, Jr., Special Judge of the Third Circuit Court of Davidson County, Tennessee, upon the petition for absolute divorce heretofore filed by the plaintiff, the default judgment entered against the defendant, the child custody and property settlement agreement executed by the parties, the testimony of the plaintiff in open court, and the entire record in this cause. From all of which the court is of the opinion that the allegations of the petition are supported by the evidence in that irreconcilable differences have arisen in the marriage.

It is therefore ORDERED, ADJUDGED and DECREED that the plaintiff, Jeanne A. Kelly, be, and she is hereby awarded an absolute divorce from the defendant, Theodore E. Kelly, and the bonds of matrimony heretofore existing between them are here and now permantly dissolved and the plaintiff is restored to all the rights and privileges of an unmarried person.

The court is further of the opinion that the child custody and property settlement agreement executed by the parties is in all respects reasonable and proper and said agreement is incorporated in this decree as an order of this court in the words of the agreement as follows:

"CHILD CUSTODY AND
PROPERTY SETTLEMENT AGREEMENT

"This agreement made by and between Jeanne Arnold Kelly,

hereinafter referred to as "wife" and Theodore Edward Kelly, hereinafter referred to as "husband," both residents of Nashville, Davidson County, Tennessee.

"WITNESSETH:

"WHEREAS, the parties hereto have been married for fourteen years and there has been born of this union two minor children, namely, Daniel Robert Kelly and David Edward Kelly, and

"WHEREAS, certain differences have arisen between the parties and the wife has instituted a divorce proceeding in the Third Circuit Court of Davidson County, Tennessee, and they have no expectation of resuming their marital relationship; and

"WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner.

"NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings hereinafter more fully set forth, and other good and valuable considerations, the parties agree as follows:

"1. The wife shall have the custody and control of the parties minor children with full rights to select and determine the domicile of said children. The husband shall have liberal rights of visitation with said children at all reasonable times and places. Such visitation shall not unreasonably interfere with the children maintaining regular Kingdom Hall meetings.

"2. The husband shall pay to wife on or before the first day of each and every month the sum of $600 as child support for the parties' two minor children.

"It is specifically understood and agreed between the parties that child support may be adjusted from time to time upon a showing of sufficient change in circumstances, as is required by law.

"3. The husband shall pay to wife on or before the first day of each month the sum of $600 as alimony, and shall continue until her death or remarriage.

"4. The house and lot located at 714 Vosswood Drive, Nashville, Tennessee, 37205 presently owned by the parties as tenants by the entirety shall from and after the date of any final decree of divorce between the parties be and become the sole and separate property of the wife. Said property is described as follows:

> "Land in Davidson County, Tennessee, being Lot No. 230 on the Plan of West Meade Farms, Inc., Section "H" as of record in Book 2133, page 17, Register's Office for Davidson County, Tennessee.
>
> "Said Lot No. 230 fronts 130 feet on the easterly side of Vosswood Drive and runs back between lines, 336.1 feet on the northerly line and 336.2 feet on the southerly line, to a dead line in the rear on which it measures 130 feet.
>
> "Being the same property conveyed to Theodore Edward Kelly, Jr. and wife, Jeanne Marie Kelly by warranty deed from William A. Robbins and wife, Catherine C. Robbins dated June 19, 1975, of record in Book 4926, page 161, Register's Office for Davidson County, Tennessee.

A copy of the final decree incorporating this property settlement agreement may be recorded in the Register's Office as wife's evidence of title to said property. From and after the date of the final decree wife will be obligated to discharge the existing mortgage on the residence.

"5. Husband shall continue in full force and effect and unencumbered the following life insurance policies insuring the life of husband:

> Equitable Life Insurance Company, ploicy no. N64210390 in the face amount of $10,000;
>
> Equitable Life Insurance Company, policy no. N77327682 in the face amount of $10,000; and
>
> United Liberty Life Insurance Company, policy no. 101899 in the face amount of $10,000.

Wife shall continue to be named as the sole beneficiary of these policies for the term of her natural life or until her remarriage. Upon the death or remarriage of wife, the beneficiary shall be changed into the name(s) of the minor child or children of this marriage and shall continue in their name(s) until they reach age eighteen, marry, or should die, whichever comes first. After the last child shall have been removed as beneficiary under the above provisions said policies shall no longer be subject to the limitations of this settlement agreement and husband may designate whomsoever he chooses as the beneficiary.

"6. So long as husband complies with all of the provisions of this agreement he may claim the two children as dependants for income tax purposes.

"7. Husband shall continue to provide medical insurance coverage for the two minor children. Husband shall continue the existing Blue Cross-Blue Shield coverage or its equivalent.

"8. The household goods listed on Attachment A hereto shall be and become the sole and separate property of the husband together with his personal effects. All other household furnishings, furniture, and personal effects located in the residence at 714 Vosswood Drive, Nashville, Tennessee, shall be and become the sole and separate property of wife.

"9. The 1975 Datsun automobile shall become the sole and separate property of the husband. The 1972 Ford automobile shall become the sole and separate property of the wife.

"10. The savings account formerly owned by the parties jointly in the amount of approximately $2500 shall be and become the separate property of the wife. And the husband shall receive as his sole and separate property the 1978 income tax refund.

"11. Husband shall retain as his sole and separate property 10 shares of Avco stock.

"12. Husband shall pay to Richard A. Jones, Attorney for wife, the balance of his attorney fees for representation of wife in the divorce proceeding and the preparation of the child custody and property settlement agreement in an amount to be agreed upon by the persons concerned or if they cannot agree then in such amount as may be set by the court.

"13. Each party shall, at any time and from time to time hereafter, take any and all steps to execute, acknowledge and deliver to the other party any and all further instruments and assurances that the other may reasonably require for the purpose of giving full force and effect to the provisions of this agreement.

"14. The parties agree that this child custody and property settlement agreement shall become effective and binding upon the parties upon approval by the Third Circuit Court of Davidson County, Tennessee, and its incorporation as a part of any final decree of divorce that may hereafter be entered in that court in the case now pending therein or in any court having appropriate jurisdiction of the parties.

"15. This agreement constitutes the entire understanding of the parties. It supersedes any and all other prior agreements between them. There are no representations or warranties other than those expressly herein set forth.

"IN WITNESS WHEREOF, the parties have executed this agreement in duplicate on this the 6th day of April, 1979.

/s/ Gail E. Wilson
WITNESS

/s/ Jeanne Arnold Kelly
JEANNE ARNOLD KELLY

/s/ Gail E. Wilson
WITNESS

/s/ Theodore E. Kelly
THEODORE EDWARD KELLY

"HOUSEHOLD GOODS TO THEODORE KELLY

Miscellaneous glassware

Miscellaneous knives/forks/spoons

Chafing dish

Dining room table)
: borrowed indefinitely
4 chairs)

Miscellaneous art work
--4 framed pictures
--2 wall hangings
--2 ceramic pots

Wood wine rack

1 easy chair (12 years old)

1 couch (12 years old)

1 lamp

1 end table

1 AM/FM radio

1 black/white television

1 bedroom dresser

1 blanket

1 pillow

1 suitcase

Miscellaneous soft goods
--towels
--sheets

2 winter blankets

1 Fisher stereo component system

Personal clothes

ATTACHMENT A"

The court is further of the opinion that a final attorney fee in the amount of $200 is reasonable under the existing circumstances and that the defendant has agreed to pay this amount.

It is therefore ORDERED, ADJUDGED and DECREED that the defendant pay to Richard A. Jones, attorney of record for the plaintiff, the sum of $200, as a final attorney fee in this case and for which execution may issue if necessary.

The costs of the case are assessed against the defendant for which execution may issue if necessary.

Jack Norman Jr.
JACK NORMAN, JR., SPECIAL JUDGE

Enter This 2 Day of August, 1979

Approved for entry:

Richard A. Jones
RICHARD A. JONES
Attorney for Plaintiff
12th Floor, Third National Bank Building
Nashville, Tennessee 37219
(615) 259-4685

CERTIFICATE OF SERVICE

I certify that a copy of this decree has been mailed to the defendant, Theodore E. Kelly, by depositing a copy of same in the United States mail postage pre-paid and addressed to him at 21 Vaughns Gap Road, Apartment 123-H, Nashville, Tennessee 37205 this 17th day of July, 1979.

Richard A. Jones
RICHARD A. JONES

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JUL 30 10 03 AM '86
DAVIDSON COUNTY TN
IDENTIFI REFERENCE
26323

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* THIRD *Circuit Court for Davidson County, Tennessee, on the* 2nd *day of* August, *19* 79, *in Case Number* 95429 *between* Jeanne A. Kelly *Plaintiff, and* Theodore E. Kelly *Defendant, as same remains of record in Book* 116A, *Page* 85 *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* 30th *day of* July *in the year one thousand nine hundred and* 86th *and in the* 211th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Walter S. Adams *D.C.*

Form #GR-117