File 1 12-31-79
115A/379

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

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MARIE GAYLE KILLOM)
)
vs.) NO. 96821
)
GERALD GLEN KILLOM)

FINAL DECREE

BOOK 7120 PAGE 596

This matter came on to be heard on this the 17th day of December, 1979, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court, at Nashville, Davidson County, Tennessee upon the original complaint for an absolute divorce filed by the plaintiff, Marie Gayle Killom, personal process being served upon the defendant, the defendant having failed to appear or answer within the time prescribed by law, a default judgment having heretofore been taken and entered, the case proceeded on an uncontested basis, the interrogatory of the plaintiff duly submitted to the Court, the statement of counsel, and the entire record in this cause, from all of which the Court finds that the parties have Irreconcilable Differences of their marriage and that the plaintiff is entitled to an absolute divorce and that the Court further affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of their property rights and the care and custody of their child and that said Property Settlement and Child Custody Agreement is incorporated in this Final Decree, and further that the original complaint for an absolute divorce filed by the plaintiff has been on file with the Court for 90 days prior to the date of hearing.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the plaintiff, Marie Gayle Killom, is granted an Absolute Divorce from the defendant Gerald Glen Killom, and that the bonds of matrimony heretofore subsisting between the parties are now and forever and perpetually dissolved and that the parties are restored to all the rights and privileges of an unmarried person, in that the parties have Irreconcilable Differences of their marriage.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of their property rights and the care and custody of their child and that said written Property Settlement and Child Custody Agreement is incorporated into this decree by reference, as fully and completely as if copied herein and that said Property Settlement and Child Custody Agreement is made a part of the orders of this Court, to wit:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

MARIE GAYLE KILLOM	)	
	)	
vs.	)	NO. 96821
	)	
GERALD GLEN KILLOM	)	

PROPERTY SETTLEMENT AND
CHILD CUSTODY AGREEMENT
* * * * * * * * * * * * *

WHEREAS, this agreement entered into by and between the plaintiff, Marie Gayle Killom, and the defendant, Gerald Glen Killom, in that the parties hereto recognize that certain difficulties have arisen in their marriage which has necessitated the wife to file a complaint for an absolute divorce against the husband under the above styled, bearing docket no. 96821 and that the parties hereby agree to enter into the following property settlement and child custody agreement subject to the approval of the Court and subject to Marie Gayle Killom obtaining an absolute divorce.

W I T N E S S

1. That the plaintiff, Marie Gayle Killom, is to be awarded and vested with all right, title and interest in and to the parties' homeplace which is commonly known as 2933 Nautilus Drive, Nashville, Tennessee, 37217 and which is more particularly described to wit:

> BEING Lot No. 21 on the Plan of Harbour Town, Section 2, as of record in Book 4675, Page 146, Register's Office, Davidson County, Tennessee.
>
> BEING the same property conveyed to Colonial Homes, a Partnership, by deed from Home Service Corporation of record in Book 5065, Page 988, Register's Office, Davidson County, Tennessee.
>
> THIS conveyance is subject to a 10 foot public utilities easement and a 95 foot gas line easement and a 30 foot minimum building setback line of record in Book 4675, Page 146, Register's Office, Davidson County, Tennessee.
>
> THIS conveyance is subject to restrictions of record in Book 4931, Page 667, Register's Office, Davidson County, Tennessee.
>
> THIS conveyance is made subject to restrictions and easements of record in the Register's Office for said County.

and that the defendant, Gerald Glen Killom, is divested of all right, title and interest in and to said real estate. That the plaintiff is to assume the existing indebtedness thereon in the approximate amount of Forty-two Thousand, Three Hundred Seventy-five and NO/100 ($42,375.00) Dollars.

That the plaintiff is to pay to the defendant, the sum of Fourteen Thousand, Sixty-two and 50/100 ($14,062.50) Dollars upon the happening of one of the following events:

(1) The parties' youngest child attains the age of eighteen, (2) the plaintiff remarries, (3) the plaintiff sells the above described real property; whichever is sooner. That the defendant is granted a lien against said real estate to secure the $14,062.50 indebtedness of the plaintiff to the defendant.

2. That the plaintiff is awarded the care, custody and control of the parties' minor child, Glenn Lee Killom, and that the defendant is to have reasonable visitation rights with said child. The defendant is to pay to the plaintiff the sum of One Hundred Seventy-five ($175.00) Dollars per month as child support for the support and maintenance of said minor child.

3. The defendant is to be vested with all right, title and interest in and to the personal property and household furnishings including the 1978 Dodge Van Vehicle which are presently in his possession and the plaintiff is to be divested of all right, title and interest in and to said personal property.

4. The plaintiff is to be vested with all right, title and interest in and to the personal property and household furnishings including the 1978 Cutlass automobile which are presently in her possession and the defendant is to be divested of all right, title and interest in and to said personal property.

5. That both parties agree to execute and deliver all deeds, titles and documents necessary to accomplish the intent of this agreement.

That the defendant, Gerald Glen Killom , specifically understands and agrees that Richard R. Clark, attorney, represents his wife, Marie Gayle Killom, in this matter and in this agreement,

and that in no way has Richard R. Clark represented him nor has he made any representations concerning this agreement or any other matters in which Mr. Killom, has relied upon and that in fact Richard R. Clark has advised Mr. Killom to seek legal counsel for himself if he so desires.

IN WITNESS WHEREOF, I have hereunto set my hand this the 11th day of December, 1979.

Marie Gayle Killom
Marie Gayle Killom

Sworn to and subscribed before me
this the 14th day of December, 1979.

Peggy Moseley
NOTARY PUBLIC

My Commission Expires: 10-17-82

IN WITNESS WHEREOF, I have hereunto set my hand this the 11th day of December, 1979.

Gerald Glenn Killom
Gerald Glen Killom

Sworn to and subscribed before me
this the 11th day of December, 1979.

Mrs Doris F Baker
NOTARY PUBLIC

My Commission Expires: 1-15-83

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant, Gerald Glen Killom, shall pay the cost of this cause for which execution may issue if necessary.

ENTERED this the ____ day of _____, 1979.

APPROVED FOR ENTRY:

12-21-79

Richard R. Clark
Attorney for Plaintiff

cc: Marie Gayle Killom
2933 Nautilus Drive
Nashville, Tennessee 37217

Gerald Glen Killom
149 Village Green
Nashboro Village
Nashville, Tennessee 37217

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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* 21st *day of* December, *19* 79, *in Case Number* 96821 *between* Marie Gayle Killom *Plaintiff, and* Gerald Glen Killom *Defendant, as same remains of record in Book* 115A, *Page* 379 *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* 29th *day of* January *in the year one thousand nine hundred and* eighty-seven *and in the* 211th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By K. Rayford *D.C.*

Form #GR-117