144A/301

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SUE ELLEN (MAUK) PAUGH)
)
VS.) NO. 85D-93 .
)
JOSEPH HERBERT PAUGH)
SS# [redacted]-1167

FINAL DECREE

This cause came on to be heard on the 22nd day of April, 1985, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the complaint for divorce filed by the plaintiff. Upon hearing testimony of plaintiff, statements of counsel of plaintiff, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage.

It is, therefore, ORDERED, ADJUDGED and DECREED that the plaintiff Sue Ellen (Mauk) Paugh, is hereby awarded an absolute divorce from the defendant, Joseph Herbert Paugh, on the grounds of irreconcilable differences, T.C.A. §36-801-II, and she is hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties and the matter of child custody and support; and the Court hereby approves the Property Settlement, Custody and Support Agreement and the same is hereby incorporated in words and figures as follows:

"IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE"

SUE ELLEN (MAUK) PAUGH)
Plaintiff,)
VS.) NO. 85D-93
)
JOSEPH HERBERT PAUGH)
Defendant,)

PROPERTY SETTLEMENT, CUSTODY AND SUPPORT AGREEMENT

THIS AGREEMENT, made and entered into this 9th & 12th days of January, 1985, and November, 1984, respectively, by and between SUE ELLEN (MAUK) PAUGH, a resident of Nashville, (Davidson County), Tennessee, (hereinafter referred to as "Wife"), and JOSEPH HERBERT PAUGH, a resident of Nashville, (Davidson County), Tennessee, (hereinafter referred to as "Husband").

W I T N E S S E T H:

WHEREAS, marital difficulties have developed between Husband and Wife, and it appears that the marriage is irreconcilably broken; and

WHEREAS, Husband and Wife now desire to effectuate a settlement and disposition of their property rights, custody and support of their minor child amicably and without the necessity of litigation, and to incorporate that Settlement, Custody and Support Agreement in a final decree of divorce to be entered in their divorce action in the Circuit Court for Davidson County, Tennessee; and,

WHEREAS, Husband and Wife have fully disclosed to the other all properties he or she owns, and all claims, liens or encumbrances affecting such property;

NOW, THEREFORE, in consideration of the premises, and of the terms, conditions and promises set out hereinafter it is agreed by and between the parties as follows:

1. The parties agree that Wife shall have exclusive legal custody of the minor child of the parties, JOSEPH CHRISTOPHER PAUGH, born September 18, 1972, and that Husband shall have visitation privileges with the child at all reasonable times and places. Husband agrees to pay to Wife the sum of $230.95, bi-weekly, for child support until the minor child of the parties attains the age of 18 years or when he graduates from high school, whichever comes first, or for so long as he shall pursue higher education on a full time basis in pursuit of a four year college degree. Such payments, post high school, shall be in addition to payments for schooling as hereinafter provided.

2. Wife agrees and it is hereby Ordered by the Court, that all interest in and to the following personal property of Husband shall be divested out of Wife and vested in Husband to be his absolutely, to wit:

a. the 1977 T-Bird automobile;

b. the Federal Employee's Credit Union deposit in the approximate amount of $2,000.00;

c. Savings Certificate in Leader Federal Savings & Loan Association in the approximate amount of

$7,000.00 plus approximately $3,000.00 worth of U. S. Savings bonds, to be held for son for the furtherance of his education, with $50.00 to be deposited for same, bi-weekly, by Husband. Such moneys may be withdrawn only upon joint signatures of Husband and Son;

d. one (1) computer and one (1) TV set already in his possession;

e. all assets of Stone's River Trading Company, a muzzle loader business, including guns, checking accout, bolts, tools, parts and supplies, and firearms;

f. all other hand tools, power tools, shop equipment and supplies;

g. one (1) Yashica Mat 100 camera with lenses and attachments;

h. one (1) Realistic Stereo phonograph and tape player with speakers and cabinet;

i. a coin collection, bottle collection, and those articles of personal property now in his possession.

3. Husband agrees to pay to the Wife, as periodic alimony, the Sum of One Hundred ($100.00) Dollars per month, payable in bi-weekly amounts of $50.00 for life or until she remarries, cohabits with another man, or until Husband retires.

4. Husband agrees, and it is Ordered by the Court, that all interest in and to the following personal property of Wife shall be divested out of Husband and vested in Wife to be hers absolutely, to wit:

a. a 1978 Datsun automobile;

b. her bonus savings in Metro Federal Savings & Loan in the approximate amount of $1,200.00;

c. all household furniture and furnishings situated in and about the parties' home at 3000 Anderson Road, Nashville, Tennessee, and those articles of personal property now in her possession.

5. The parties agree, and it is hereby Ordered by the Court, that the real property owned jointly by Husband and Wife, located at 3000 Anderson Road, Nashville, (Davidson County), Tennessee, shall be divested out of Husband and vested in Wife. A more detailed description of the property is attached herewith as Appendix A and made a part of this Agreement by this reference. Wife shall continue to occupy the house and assumes the mortgage payments thereon until she, for some reason decides to no longer occupy the house, then the house shall be placed on the market for sale and Husband shall receive $10,000.00 from the proceeds of the sale as his portion of the equity. Wife further agrees to hold Husband harmless from any loss pertaining to any unpaid balance of the real estate mortgage on said property.

6. Wife agrees to assume and pay the accounts of Castner Knotts and Sears in the approximate amount of $450.00 and Wife holds Husband harmless therefrom. Husband agrees to assume and pay the accounts of Master Card, Diner's Club and gasoline service station cards in the approximate amount of $500.00 and Husband holds Wife harmless therefrom.

7. All insurance policies on the life of Husband are hereby vested in Husband to be his absolutely. All life insurance policies on the life of Wife are hereby vested in Wife to be hers absolutely. Husband agrees to continue to carry medical insurance coverage on the minor child of the parties.

8. Husband agrees to pay three-fourths (3/4) of the actual costs of post high school education of the parties' son, and Wife agrees to be responsible for one-fourth (1/4) the actual cost of such post high school education.

9. Husband and Wife hereby agree to execute any and all documents necessary to effectuate this agreement upon simple request of the other.

10. The parties understand that this agreement shall be made a part of the final decree of divorce.

11. The parties agree to file a joint income tax return for the year 1984. Thereafter the Husband shall claim the parties' son as a dependant for IRS purposes.

12. Pending entry of the final decree in this cause, the parties shall continue to handle household expenses as in the past.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and date first written above.

s/Sue Ellen Mauk Paugh
SUE ELLEN (MAUK) PAUGH

s/Joseph Herbert Paugh
JOSEPH HERBERT PAUGH

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Be it remembered, that on the 9th day of January, 1984, before me, the subscriber, a Notary Public, in and for the said County and State, personally came the above named, SUE ELLEN (MAUK) PAUGH, who acknowledged the signing of the foregoing instrument to be her voluntary act and deed for the use and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 9th day of January, 1985.

s/Rose Ann Morbitt
NOTARY PUBLIC

My Commission Expires: 7-18-87

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Be it remembered, that on the 12th day of November, 1984, before me, the subscriber, a Notary Public in and for the said County and State, personally came the above named, JOSEPH HERBERT PAUGH, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed for the use and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 12th day of November, 1984.

s/Mary Ann Smith
NOTARY PUBLIC

My Commission Expires: 12-30-84

IT IS THEREFORE, ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore subsisting by and between the parties are pertpetually dissolved and that the complainant is awarded an absolute divorce and restored to all the rights and privileges of an unmarried person on the grounds of irreconcilable differences, and, it is further ORDERED, ADJUDGED and DECREED that the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of property rights, marital issues and child custody and support between the parties and the Property Settlement, Custody and Support Agreement set forth above

is therefore in all things ratified and approved by the Court and all right, title and interest of defendant in the real property located at 3000 Anderson Road, Nashville, Tennessee, 37217, a more detailed description of said property is attached hereto as Appendix "A", is hereby divested out of defendant and vested in the plaintiff in conformity with the provisions of the Property Settlement, Custody and Support Agreement incorporated herein, and in order to properly enforce each and every provision of said agreement, the same is ORDERED, ADJUDGED and DECREED as though DECREED separately.

It is further ORDERED that the costs of this cause are ADJUDGED against the plaintiff.

ENTERED THIS 25th DAY OF April, 1985.

MURIEL ROBINSON, CIRCUIT JUDGE

APPROVED FOR ENTRY BY:
DOAK & HOLLAND

BY: CLYDE PAUL HOLLAND, ATTORNEY FOR PLAINTIFF
2740-A OLD LEBANON ROAD
NASHVILLE TN 37214

CERTIFICATE

I hereby certify that I have forwarded a copy of the foregoing to the Attorney for defendant, Grant W. Smith, at his offices located at Suite 300, Young Executive Bldg, 1300 Division, Nashville, TN 37203 on this 22 day of April, 1985.

CLYDE PAUL HOLLAND, ATTORNEY

APPENDIX "A"

BOOK 7172 PAGE 657

DESCRIPTION

BEING Lot No. 199 on the Plan of Cherry Hills Subdivision, Section 1, of record in Book 3842, Page 124, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to Joseph H. Paugh and wife, by deed from Jacqueline C. Mickovic of record in Book 5140, Page 570, Register's Office for Davidson County, Tennessee.

IDENTIFICATION REFERENCE

05268

MAR 18 2 09 PM '87

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* Fourth *Circuit Court for Davidson County, Tennessee, on the* 25th *day of* April, *19*85, *in Case Number* 85D-93 *between* Sue Ellen Paugh *Plaintiff, and* Joseph Herbert Paugh *Defendant, as same remains of record in Book* 144A, *Page* 301 *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* 18th *day of* March *in the year one thousand nine hundred and* eighty-seven *and in the* two-hundred eleventh *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By K. Hartman *D.C.*

Form #GR-117