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44C/3473

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JAMES ARTHUR BOWMAN)
)
VS.) NO. 81D-2463
)
VIRGINIA LOVE BOWMAN)

FINAL DECREE OF DIVORCE

THIS CAUSE came on to be heard on this the 8th day of June, 1982, before the Honorable Rose P. Cantrell, Judge of the Fifth Circuit Court for Davidson County, Tennessee, upon the original petition for absolute divorce filed by the Plaintiff, proper process on the Defendant, testimony of Plaintiff by sworn Interrogatories, upon the written Property Settlement Agreement which provides for the division of the parties' respective rights and interests in all jointly owned property and for the custody and maintenance of the parties' minor child, and from the entire record in this cause, from all of which the Court finds that the allegation of Plaintiff's complaint has been sustained by the proof, that is, that certain irreconcilable differences have arisen between the parties causing them to separate and live apart, and, therefore, that the Plaintiff is entitled to an absolute divorce.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting between the parties be, and the same hereby are, forever and perpetually dissolved and the Plaintiff, James Arthur Bowman, is hereby awarded an absolute divorce of and from the Defendant, Virginia Love Bowman, and restored to all the rights and privileges of an unmarried person.

It further appearing to the Court that the parties have made adequate and sufficient provision for the custody and maintenance of the child and for the equitable settlement of any property rights between the parties by written agreement;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that said Property Settlement Agreement be, and the same hereby is approved and ratified by the Court, and each and every provision of said Agreement is hereby made the Decree of the Court, in words and figures as follows, to-wit:

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JAMES ARTHUR BOWMAN)
)
VS.) NO. 81D-2463
)
VIRGINIA LOVE BOWMAN)

PROPERTY SETTLEMENT AGREEMENT

THIS PROPERTY SETTLEMENT AGREEMENT, made on this the 3rd day of May, 1982, by and between JAMES ARTHUR BOWMAN, hereinafter referred to as the "Husband", and VIRGINIA LOVE BOWMAN, hereinafter referred to as the "Wife"; both parties being citizens and residents of Nashville, Davidson County, Tennessee;

W I T N E S S E T H:

WHEREAS, the parties hereto were married in October, 1956, in Nashville, Davidson County, Tennessee; and

WHEREAS, the parties agree that certain irreconcilable differences have arisen between them causing them to separate and live apart and each state that it is their mutual desire that their marriage be terminated by divorce; and

WHEREAS, the Husband filed a suit for divorce in the Fifth Circuit Court for Davidson County, Tennessee, Docket Number 81D-2463, seeking, among other things, an absolute divorce; and

WHEREAS, the parties desire to enter into the following Property Settlement Agreement as a complete and final settlement with respect to all questions of custody, child support, and the division of their property.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. Husband shall transfer and convey all of his right, title and interest in and to the real property owned by the parties to the Wife; said property being located at 2523 Allenwood Drive, Nashville, Tennessee, Map 72-1,

Parcel 7, being Lot Number 49 in Shephardwood Subdivision, Section 1, Davidson County, Tennessee. The Wife shall pay and be responsible for the mortgage payments, taxes, insurance and maintenance, and shall hold the Husband harmless from same. Husband agrees to execute any documents necessary to transfer said property to the Wife.

2. The Husband shall pay to the Wife the sum of Two Thousand Four Hundred ($2,400.00) Dollars, payable at the rate of Two Hundred ($200.00) Dollars per month, with payments to commence August 1, 1982.

3. The Wife shall have custody of the parties' minor son, Anthony Leon Bowman, age 17, so long as he desires to reside with his mother. The Husband shall have reasonable visitation privileges with the parties' son.

4. The Wife shall keep and retain all of the household furniture, appliances and furnishings, all of her clothing and personal property, including her automobile, which she now has in her possession, and agrees to pay and be responsible for any outstanding indebtedness owing on said automobile and hold the Husband harmless from same.

5. The Husband shall keep and retain all of the household furniture, appliances and furnishings, and all of his clothing and personal property, including his truck, which he now has in his possession, and agrees to pay and be responsible for any outstanding indebtendess owing on said truck and hold the Wife harmless from same.

6. Each party shall pay and be responsible for his or her own attorney's fees incurred in connection with the divorce proceeding.

7. Each party hereto shall pay one-half (½) of the court costs incurred in connection with the divorce proceeding.

8. It is further mutually agreed and understood that after the signing of this instrument, both parties are to be forever barred from any right, claim, dower or interest in and to the property of the other.

9. It is further agreed by and between the parties hereto that on execution of this agreement, neither party shall use or attempt to use credit of the other for any purpose whatsoever, without first obtaining the written permission or consent of the other party.

10. This agreement is meant and intended by the parties hereto to be a post-nuptial property settlement agreement and is to be a full, final, and complete release by each party, of any interest whatsoever, which each party may now or hereinafter have in the property of the other, as herein provided.

IN WITNESS WHEREOF, the parties have hereunto set their signatures on the day and date first above set out, this Agreement having been executed in duplicate with each of the parties hereto taking a copy thereof.

James Arthur Bowman
JAMES ARTHUR BOWMAN

Virginia Love Bowman
VIRGINIA LOVE BOWMAN

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named JAMES ARTHUR BOWMAN, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Davidson County, Tennessee, this 10th day of April, 1982.

Diana P. Scarpetti
Notary Public

My Commission Expires: 10-20-85.

STATE OF TENNESSEE)
SUMNER)
COUNTY OF ~~DAVIDSON~~)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named VIRGINIA LOVE BOWMAN, with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Davidson County, Tennessee, this 3 day of May, 1982.

D. Wayne Petty
Notary Public

My Commission Expires: 7-18-82.

It further appearing to the Court that the Defendant and mother of the minor child of the parties is a fit and proper person to have his custody and control;

IT IS, THEREFORE, FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the exclusive custody and control of the parties' minor child, Anthony Leon Bowman, age 17, be, and the same hereby is decreed to the mother and Defendant for so long as said child desires to reside with his mother, with the right and privilege of the father and Plaintiff to see and visit said minor child at reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all right, title and interest of the Plaintiff, James Arthur Bowman, in and to the real property owned by the parties located at 2523 Allenwood Drive, Nashville, Tennessee, more particularly described as Lot Number 49 in Shephardwood Subdivision, Section 1, Davidson County, Tennessee, Map 72-1, Parcel 7, be and the same hereby is divested of Plaintiff, and same is hereby vested in the Defendant, Virginia Love Bowman, to be hers absolutely.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff, James Arthur Bowman, pay directly to the Defendant, Virginia Love Bowman, the sum of Two Thousand Four Hundred ($2,400.00) Dollars, payable at the rate of Two Hundred ($200.00) Dollars per month, with payments to commence August 1, 1982.

ALL OF WHICH IS ACCORDINGLY SO ORDERED, ADJUDGED AND DECREED by the Court and the costs of this cause are assessed one-half (½) against each of the parties hereto, for which let execution issue if necessary.

ENTER this 8th day of June, 1982.

JUDGE

APPROVED FOR ENTRY:

MORRIS LEVINE, Attorney for Plaintiff
1119 Stahlman Building
Nashville, Tennessee 37201

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IDENTIFICATION REFERENCE

JUL 27 11 55 AM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

mail
Virginia
Bowman
2523 Allenwood
Dr.
Nash. Tenn
37207

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* Fifth *Circuit Court for Davidson County, Tennessee, on the* 8th *day of* June, *19* 82, *in Case Number* ~~81D-2463~~ *between* James Arhtur Bowman *Plaintiff, and* Virginia Love Bowman *Defendant, as same remains of record in Book* 44C, *Page* 2473 *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* 11th *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 John Murray *D.C.*

Form #GR-117