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BOOK 7349 PAGE 624

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JERRY WINSTON NATHANIAL JARRETT *
*
VS. RULE NO. 62876 * IN THE FOURTH CIRCUIT COURT
*
JULIA ANNE WEILAND JARRETT * FOR DAVIDSON COUNTY, TENNESSEE

FINAL DECREE

This cause came on to be heard on this the 26th day of October, 1971, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court, upon the original Bill, Answer and Cross-Bill of the Defendant, interrogatories of witnesses, and the motion of Complainant to be allowed to withdraw his original Bill, which motion is by the Court approved, and the entire record;

From all of which the Court finds that the allegations of the Cross-Petition are well taken and are sustained by the proof and that the Cross-Defendant has been guilty of cruel and inhuman treatment that is such cruel and inhuman treatment as renders further cohabitation unsafe or improper.

It is therefore Ordered that the bonds of matrimony subsisting between the Cross-Complainant and the Cross-Defendant be and the same are hereby forever and perpetually dissolved to the end that Cross-Complainant be vested with all the rights of an unmarried woman.

It further appearing that the parties have agreed on a Property Settlement, which is in words and figures as follows:

(Copy Property Settlement verbatim)

which settlement is ratified and approved by the Court.

It is further Ordered that W. E. Porter, Solicitor for Cross-Complainant shall have and recover of the Cross-Defendant, Jerry Jarrett, the sum of

as consel fees for his representation in this cause, for which execution may issue if necessary.

All of which is accordingly so ORDERED, ADJUDGED AND DECREED by the Court, and the costs of this cause are assessed against the Cross-Defendant for which execution may issue if necessary.

JUDGE

W. E. Porter, Solicitor for
Defendant and Cross-Complainant

I hereby certify that I have mailed a true and correct copy of the foregoing Final Decree to Mr. H. Stanley Allen, Solicitor for Complainant and Cross-Defendant, Commerce Union Bank Building, Nashville, Tennessee.

W. E. Porter

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

JERRY WINSTON NATHANIAL JARRETT,	]	
	]	
Plaintiff,	]	
	]	
VS.	]	NO. 62876
	]	
JULIA ANNE WEILAND JARRETT,	]	
	]	
Defendant.	]	

CHILD SUPPORT, CHILD CUSTODY

AND

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of November, 1971, by and between JERRY WINSTON NATHANIAL JARRETT, hereinafter referred to as "HUSBAND" and JULIA ANNE WEILAND JARRETT, hereinafter referred to as "WIFE", both residents of Nashville, Davidson County, Tennessee.

W I T N E S S E T H:

WHEREAS, the parties were married on August 21, 1961, and have two minor children, namely: JERRY WINSTON NATHANIAL JARRETT, JR., age 7, and JEFFERY LEONARD JARRETT, age 4, and

WHEREAS, certain differences and difficulties have arisen between the parties and they now live separate and apart from each other and have no plans of resuming their marital relationship, and

WHEREAS, HUSBAND and WIFE have reached an understanding relative to their real and personal property, custody of their minor children and the obligations of HUSBAND for child support, alimony, etc., and wish that this understanding be reduced to writing so that there might not be any confusion.

NOW THEREFORE, in consideration of the premises and other good and valuable considerations, it is mutually understood and agreed by and between the HUSBAND and WIFE as follows:

1. That they shall live separate and apart from each other and neither shall harass or interfere with the other in any manner or in any way.

2. That the parties' minor sons, JERRY WINSTON NATHANIAL JARRETT, JR., and JEFFERY LEONARD JARRETT, shall remain in the care, custody and control of the WIFE and the HUSBAND shall have the right of reasonable visitation privileges, provided that the HUSBAND shall give the WIFE reasonable notice.

3. It is understood and agreed that the HUSBAND shall transfer and convey unto his WIFE all of his right, title and interest in and to their residence located at 4736 Timber Hill Drive, Nashville, Tennessee, as part of WIFE's permanent alimony.

4. It is further understood and agreed that all of the household goods, furniture and furnishings located in the parties' residence at 4736 Timber Hill Drive shall be and become the sole and separate property of the WIFE, and all household goods, furniture and furnishings presently in possession of the HUSBAND shall become his sole and separate property. HUSBAND further agrees that the 1972 Ford Thunderbird automobile presently in possession of the WIFE shall be and become the WIFE's sole and separate property, all as part of WIFE's permanent alimony.

5. HUSBAND agrees to pay to the WIFE the sum of Three hundred and no/100 ($300.00) dollars per month as child support for each child, or a total of Six hundred and no/100 ($600.00) dollars per month on the 1st day of each month, payable in advance each month and continuing thereafter on the 1st day of each succeeding month. HUSBAND may claim both children as his exemptions on his income tax return.

6. HUSBAND agrees to pay to the WIFE the sum of Six hundred and no/100 ($600.00) dollars per month as alimony payable in advance on the 1st day of each month and continuing thereafter on the 1st day of each succeeding month. In addition to said alimony, HUSBAND agrees to pay for major maintenance to the house

at 4735 Timber Hill Drive including maintenance of the swimming pool at said location, in excess of Two hundred and no/100 ($200.00) dollars per occurence. HUSBAND further agrees to furnish WIFE every three (3) years with a new automobile commensurable to the kind she is now driving, the next automobile to be purchased no later than September, 1975, as part of WIFE's alimony.

HUSBAND further agrees as part of WIFE's alimony to provide life insurance on his life in the amount of Seventy-five thousand and no/100 ($75,000.00) dollars naming WIFE as the beneficiary until she remarries or until the children of the parties reach majority age or are otherwise self-supporting. The proceeds of said life insurance shall be payable to WIFE monthly at Twelve hundred and no/100 ($1,200.00) dollars per month, and if WIFE remarries prior to the two children of the parties obtaining majority or otherwise becoming self-supporting, said monthly amount shall be reduced to Six hundred and no/100 ($600.00) dollars. After said children reach majority or are otherwise self-supporting, all benefits under the policy payable to WIFE either as alimony or child support shall cease.

It is understood and agreed by the parties that all alimony described in this Agreement shall cease should the WIFE remarry.

7. HUSBAND further agrees to provide major medical and hospitalization insurance for the WIFE, as part of her alimony, and for the children as part of the child support. HUSBAND agrees to pay all hospital and surgical expenses not covered by said insurance.

8. HUSBAND agrees to pay all reasonable educational expenses for the children of the parties in an institution of mutual choice of the parties.

9. Other than as set out above, each of the parties waives all rights which she or he may have in and to the property or estate of the other.

10. WIFE acknowledges that the provisions of this Agreement are fair, adequate and satisfactory to her and accepts these provisions in full satisfaction of all marital obligations of the

HUSBAND and, except as herein provided, waives any right of support or maintenance by the HUSBAND and any other right which she might have against him or his estate by reason of the marriage relationship between the parties.

11. This Agreement is not intended, nor shall it be construed to be an agreement for divorce, and the other party shall have the right to appear in Court and contest the pending proceedings. The parties agree that this Agreement may be submitted for approval by the Court and made a part of the final decree of divorce.

12. This Agreement shall be binding upon the parties, their heirs, legal representatives and assigns only if approved by the Court.

IN WITNESS WHEREOF, the parties have executed this Agreement in five copies on the day and date first above written.

WITNESS:

Julianne Weiland Jarrett
JULIA ANNE WEILAND JARRETT

Jerry Winston Nathanial Jarrett
JERRY WINSTON NATHANIAL JARRETT

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IDENTIFT REFERENCE

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DAVIDSON COUNTY, TN

BOOK 7349 PAGE 630

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* 19th *day of* January, 1987, *in Case Number* 62876 *between* Jerry Winston Nathanial Jarrett *Plaintiff, and* Julia Anne Weiland Jarrett *Defendant, as same remains of record in Book* 74A, *Page* 5 *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* 10th *day of* September *in the year one thousand nine hundred and* eighty-seven *and in the* 212th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Mary Washburn *D.C.*

Form #GR-117