Map 75-9
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1-9-78
107A/175

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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JOAN KATHLEEN COLEMAN,

Plaintiff

v.

JAMES DAVID COLEMAN,

Defendant

No. 87374

FILED

DEC 7 1 20 PM '77

DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

88344

DECREE OF DIVORCE

This cause came on to be heard upon the Complaint for Absolute Divorce filed herein on June 20, 1977, the Amendment thereto filed August 18, 1977, the Post-Separation Agreement entered into between the parties, the testimony of the plaintiff in open court, the statements of counsel for both parties, and the record herein; from all of which the Court is of the opinion and finds, as follows:

1. The Complaint for Absolute Divorce was served upon the defendant on July 11, 1977, the defendant having been personally served with process; and the Amendment thereto was served upon the defendant on August 18, 1977, the defendant having been personally served through his duly authorized attorney of record, John J. Archer.

2. Irreconcilable differences exist between the parties, as is alleged by plaintiff in her Complaint, as amended, and as is admitted by defendant in failing to answer or plead thereto.

3. The Complaint for Absolute Divorce and the Amendment thereto now have been on file for more than ninety (90) days.

4. The plaintiff is a fit and proper person to have the care, custody and control of the parties' minor children, namely, Tracy Kathleen Coleman, Kelly Susanne Coleman, and Jason Ryan Coleman.

5. The parties have, by written agreement, made adequate and sufficient provision for the custody and maintenance of said minor children and for the equitable settlement of all property rights between the parties, as set forth in the Post-Separation Agreement dated October 3, 1977, which has been exhibited to the Court and is incorporated herein in words and figures, as follows:

(Here Copy)

POST-SEPARATION AGREEMENT

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THIS AGREEMENT is made and entered into this 3rd day of October, 1977, by and between Joan Kathleen Coleman (hereinafter called the wife), and James David Coleman (hereinafter called the husband), both residents of Davidson County, Tennessee; witnesseth:

WHEREAS, the parties hereto are now husband and wife, and differences have arisen and do now exist between them, the result of which is that said parties have lived separate and apart since on or about the 25th day of April, 1977; and they have become definitely and finally convinced that their said differences are irreconcilable and that it will be impossible for them now, or hereafter, to live together as husband and wife; and the wife has commenced an action for divorce against the husband; and

WHEREAS, there are three minor children of the parties, namely: Tracy Kathleen Coleman, Kelly Susanne Coleman, and Jason Ryan Coleman; all of whom presently reside with the wife; and there is certain property owned severally or jointly by the parties; and

WHEREAS, the parties desire to settle all questions as to their respective property rights between themselves, as to the support, maintenance and further education of the wife, as to the custody, support, maintenance and education of their minor children, and as to the claims of one party against the other, arising out of the marital relationship:

THEREFORE, without any collusion, in consideration of the mutual promises, benefits and covenants each to the other running, and in satisfaction and release of the marital rights of each, the parties hereto have agreed and do hereby agree as follows:

1. The minor children of the parties, namely, Tracy Kathleen Coleman, Kelly Susanne Coleman, and Jason Ryan Coleman shall continue to reside with the wife and remain in the custody of the wife. The husband shall have the right to visit with said children at reasonable times and places and to have said children in his care during such visits.

2. The husband shall pay to the wife for the support and maintenance of each minor child the sum of $100.00 each month; being a present total monthly payment of $300.00 for child support.

3. The husband shall be responsible for and shall pay all medical expenses of the minor children for a period of three (3) years following the date of this agreement. Thereafter, the husband shall maintain insurance providing medical expense reimbursement benefits for each minor child, but only so long as a group plan of medical insurance remains available to him through his employer and said child remains eligible for dependent coverage under said plan.

4. The husband shall continue to pay the expenses of tuition and books for the wife at the University of Tennessee at Nashville, until such time as the wife successfully completes the educational requirements for an RN degree; provided, however, that the husband shall be so obligated for only such educational expenses as are incurred by the wife during the period of three (3) years immediately following the date of this agreement.

5. The husband shall pay to the wife for her support and maintenance, for a period of three (3) years following the date of this agreement, the sum of $450.00 each month; provided, however, that said monthly payments shall sooner terminate upon the death of either party hereto or the remarriage of the wife.

6. The husband shall convey by deed to the wife, all of his right, title and interest in and to the real property at 230 Bonnafield Drive, Hermitage, Tennessee, wherein the wife and said children presently reside. The wife agrees to assume in full the

payment of the existing mortgage loan secured by lien on such property, according to its terms.

7. The wife shall retain or receive as her sole and separate property all articles of furniture, furnishings, appliances, equipment and miscellaneous items of property located in and used in connection with the premises at 230 Bonnafield Drive.

8. The husband shall transfer to the wife title to the 1971 model Chevrolet station wagon, which now is in the possession of the wife.

9. The real property situated in the State of Georgia, and titled in the name of the husband, shall be the sole and exclusive property of the husband; and, if necessary to confirm title to said property, the wife shall convey by deed to the husband any and all right, title and interest she may have in said real property.

10. All personal property, not otherwise provided for herein, now in the possession of either party shall be retained by him or her as the sole and separate property of each, as the case may be.

11. Each party covenants and agrees with the other that he or she shall execute and deliver to the other party, as may be applicable, such deeds of conveyance and instruments of transfer and assignment as may be necessary to effect this agreement and to perfect title to the property in accord therewith.

12. It is understood and agreed that this is a full, final and complete settlement of the property rights between the parties, including all claims of either party upon the other for support and maintenance as husband and wife or otherwise, and an expression of the mutual desires of the parties in regard to custody and support of the minor children, and that in the event

a divorce is granted to the wife, this agreement may be incorporated in the final order or decree of divorce.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names in Nashville, Tennessee, the day and year first above written.

Joan Kathleen Coleman

James David Coleman

APPROVED:

Aleta G. Arthur, Attorney
for Joan Kathleen Coleman

John J. Archer, Attorney
for James David Coleman

Accordingly, IT IS ORDERED, ADJUDGED and DECREED that Joan Kathleen Coleman be and hereby is granted an absolute divorce from James David Coleman, thereby restoring each party to all the rights and privileges of an unmarried person; that the custody of the minor children, Tracy Kathleen Coleman, Kelly Susanne Coleman, and Jason Ryan Coleman, is awarded to the plaintiff, Joan Kathleen Coleman, in accordance with and subject to the terms and conditions of the Post-Separation Agreement entered into between the parties; that said Post-Separation Agreement is expressly approved in its entirety and made the decree of this Court; and that costs will be paid by the defendant.

This _____ day of December, 1977.

Judge, Fourth Circuit Court

APPROVED FOR ENTRY:

1-9-78

Jude T. Lenahan
Attorney for Plaintiff

John J. Archer
Attorney for Defendant

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* 9th *day of* January, *19*78, *in Case Number* 87374 *between* JOAN KATHLEEN COLEMAN *Plaintiff, and* JAMES DAVID COLEMAN *Defendant, as same remains of record in Book* 107A, *Page* 175 *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* 7th *day of* December *in the year one thousand nine hundred and* Eighty-seven *and in the* 212th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*