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GEORGE L. ROCKER, CLERK

K. Langford

MH/83

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

GWEN LAVERN MANDUS ALLEN,

Plaintiff,

v.

LESLIE WAYNE ALLEN,

Defendant.

NO. 86D-1549

BOOK 7468 PAGE 128

FINAL DECREE OF DIVORCE

This cause came on to be heard on this the 14th day of April, 1987, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce filed on behalf of the Plaintiff, the Answer and Counter-Complaint filed by the Defendant, the Answer to Counter-Complaint filed on behalf of the Plaintiff, and the subsequent Property Settlement Agreement entered into between the parties. From the testimony of the parties, statement of counsel and the record as a whole, the Court finds that the parties have encountered certain differences and it is impossible to reconcile these differences and thus the Plaintiff is entitled to a divorce on the grounds of Irreconcilable Differences.

Further, the Court finds that the Property Settlement and Child Custody Agreement entered into between the parties and announced to the Court, is approved in all respects and represents a fair and equitable written distribution of the parties' real and personal property and makes adequate and sufficient agreement as to the custody and support of the parties' minor child. Unless specifically ordered by the Court, such support shall not be reduced or prorated.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Plaintiff, GWEN LAVERN MANDUS ALLEN, is awarded an absolute divorce on the grounds of Irreconcilable Differences

and the parties are restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Property Settlement and Child Custody Agreement entered into between the parties, is approved in all respects, made a part of this Final Decree of Divorce and reads in words and figures as follows:

PROPERTY SETTLEMENT AND CHILD CUSTODY AGREEMENT

This Agreement made and entered into on the date set forth below by and between GWEN LAVERN MANDUS ALLEN, hereinafter referred to as "Wife", and LESLIE WAYNE ALLEN, hereinafter referred to as "Husband".

W I T N E S S E T H :

WHEREAS, the parties hereto have been married since February 25, 1977, and one child has been born to this union, namely Bethany Diane Allen; and

Whereas, certain differences and difficulties have arisen between the parties and they intend to live separate and apart from each other, and have no expectation of resuming their marital relationship; and

WHEREAS, the Wife has filed a Complaint for Absolute Divorce in the Fourth Circuit Court for Davidson County, Tennessee, Dcoket No. 86D-1549; and

WHEREAS, the parties now desire to enter into a formal agreement, contract, respecting all of their rights and obligations arising out of their marital relationship, including their rights as to their real and personal property, debts and other obligations, child support and child custody.

NOW, THEREFORE, for and in consideration of the sum of One ($1.00) Dollar, cash in hand paid, and other good and valuable considerations, mutual promises and covenants, each with the other made, and including the covenants and agreements as provided hereinafter, these considerations, the sufficiency and the receipt of which is hereby acknowledged by the parties, and accordingly, it being mutually understood and agreed between the "Husband" and "Wife" as follows:

1. That they should have the right to live separate and apart from each other and neither shall harass or interfere with the other in any manner or in any way, directly or indirectly.

2. The parties shall have joint custody of the minor child, Bethany, with the "Wife" having physical custody.

3. The Husband shall have visitation with the minor child on alternating weekends from 6:00 p.m. Friday until 6:00 p.m. on Sunday. The Husband shall have six weeks of visitation during the summer upon giving the Wife two weeks notice of his intention of exercising said summer visitation. The Parties shall alternate Thanksgiving and Christmas and the child's birthday, with Christmas 1987 being with the Wife.

4. The Wife shall maintain medical insurance with PruCare Health Maintenance Organization on the minor child and

the Husband shall pay all medical and dental expenses not covered by PruCare with the exception of dental braces, which costs will be split by the parties. In the event that the Wife changes insurance companies, the medical and dental expenses shall be equally split by the parties.

5. The Husband will maintain a life insurance on himself in the amount of $50,000.00, with the minor child as beneficiary. The Wife will maintain in full force and effect an insurance policy of approximately $20,000.00 on her life with the minor child as a beneficiary.

6. It is agreed that the Husband will pay the sum of Three Hundred Dollars ($300.00) Dollars per month as child support, directly to the Wife.

7. The Husband will pay the balance of approximately $2,500.00 remaining due on the NES Home Energy Loan and shall hold the Wife harmless therefrom.

8. The Wife will pay the balance remaining due on the Sears account and the television set in the approximate combined amounts of $750.00 and shall hold the Husband harmless therefrom.

9. The Husband shall receive as his sole and separate property the items listed on the attached yellow sheet.

10. The Wife shall receive as her sole and separate property all remaining personal property and all of Husband's right, title, claim and interest in and to said property is hereby divested out of him and vested in the Wife.

11. The Husband amd Wife shall own the parties' realty as tenants in common. The Husband and Wife agree that the Wife shall be entitled to possession of their real property until the remarriage of the Wife, if someone of the opposite sex moves into the home, the minor child's 18th birthday, or sale of the property by the Wife, whichever occurs first. Said property is located at 521 Dutchman's Drive and is more particularly described below:

> BEING Lot No. 107 on the Plan of Highlands of Tulip Grove, Section 3, as of record in Book 4675, page 140, Register's Office for said County, to which plan reference is hereby made for a more complete legal description of said lot.
>
> BEING the same property conveyed to Leslie Wayne Allen and wife, Gwen Allen, by warranty deed from Eric James Sorenson and Anna Ruth Sorenson of record in Book 6068, page 761, Register's Office for Davidson County, Tennessee.

In return for possession of the property and a relinquishment by the Husband of a portion of his equity in said property, the Wife shall assume the indebtedness on said property including the taxes, insurance and mortgage payment and shall hold the Husband harmless therefrom including all reasonable attorneys' fees and costs incurred as a result of enforcing this portion of the Agreement. The Husband and Wife shall split all major maintenance expenses with major expenses being defined as those repairs costing over $100.00. The Husband and Wife shall have joint decision making authority with regard to all repairs and sale of the house. Upon the remarriage of the Wife, or the daughter's 18th birthday, or if

someone of the opposite sex moves into the residence, whichever occurs first, the property shall be placed on the market for sale. The Wife may also elect to sell said property at such earlier time as she may desire. Upon the sale of the property the proceeds shall be distributed as follows:

a. To pay the balance of the first mortgage with Shearson/American Express Mortgage Corporation (in the approximate amount of $39,000.00 as of the date of the execution of this Agreement);

b. To pay the costs of the sale of the property not including the balance of the NES loan;

c. To pay the Wife the first $10,000.00 of profit; and

d. To split the balance of the proceeds 50/50.

12. Each party will be responsible for his or her own attorney fees and the Husband and Wife will split any costs over and above those that have been prepaid.

13. The Wife shall receive the 1985 automobile, vehicle identification number 1FABP3931FA126167, subject to the lease indebtedness owing thereon and all of the Husband's right, title, claim and interest in and to the said 1985 automobile is hereby divested out of the Husband and vested in the Wife. The Wife agrees to assume the lease payments existing on said automobile in the approximate amount of $5,800.00, and to hold the Husband harmless therefrom, including all costs and attorneys' fees incurred as a result of enforcing this portion of the Agreement.

14. The Husband shall receive the 1983 pickup truck, vehicle identification number 1FTBR10C3DUB07752 subject to any indebtedness owing thereon and all of the Wife's right, title, claim and interest in and to the said 1983 pickup truck is hereby divested out of the Wife and vested in the Husband. The Husband shall assume the debt existing on said truck and shall hold the Wife harmless therefrom including all costs and attorneys' fees incurred as a result of enforcing this portion of the Agreement.

15. This Agreement is not intended nor shall it be construed to be an agreement for divorce and if each party shall proceed in their separate actions for divorce, to conclusion, the other party shall have the right to appear in court and contest such action. Further, it is agreed that this Agreement may be submitted for approval by the court and be made a part of the Final Decree.

This Agreement shall be binding upon the parties, their heirs, legal representatives and assigns.

The Husband and Wife hereby agree to promptly execute any and all documents and instruments of every kind or character, which may be necessary or proper to carry out the terms of this Agreement and to do so, without any unreasonable delay.

IN WITNESS WHEREOF, the parties hereto set their signatures on the 14th day of April, 1987.

s/ GWEN LAVERN MANDUS ALLEN
GWEN LAVERN MANDUS ALLEN

s/ LESLIE WAYNE ALLEN
LESLIE WAYNE ALLEN

The current address of the Plaintiff is 521 Dutchman's Drive, Hermitage, Tennessee 37076, and the current address of the Defendant is 874 Forest Glen, Old Hickory, Tennessee 37138.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties will split any costs over and above those which have been prepaid.

ENTERED this the 27th day of May, 1987.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

Curtis M. Lincoln
919 West Main Street
Hendersonville, TN 37075
(615) 822-0030
Attorney for the Plaintiff

Brenda Measells Dowdle
213 Fifth Avenue, North
Nashville, TN 37219
(615) 259-9344
Attorney for the Defendant

cc: Curtis M. Lincoln
Date: May 21, 1987

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IDENTIFICATION REFERENCE

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FELIX E. HOLLOWAY, REGISTER
DAVIDSON COUNTY, TN

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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* 28th *day of* May, *19* 87, *in Case Number* 86D-1549 *between* Gwen Lavern Monden Allen *Plaintiff, and* Leslie Wayne Allen *Defendant, as same remains of record in Book* 161C, *Page* 1628 *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* Jan *in the year one thousand nine hundred and* 88 *and in the* 212th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By L. Oper *D.C.*

Form #GR-117