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IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

D. Bayne D.C.

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| SHELIA VERNA WESTBROOKS, Plaintiff, | ) | |
| vs. | ) | NO. 84D-3364 |
| ORLANDO ROY WESTBROOKS, Defendant. | ) | MAP 71-15<br>PAR 375<br>20W 17335 |

FINAL JUDGMENT OF DIVORCE

This cause came on to be heard this 21st day of February, 1985, before the Honorable James R. Everett, Jr., Judge, upon the original complaint for absolute divorce, personal service of process on the defendant on October 31, 1984, the parties having entered into a settlement agreement, the default judgment previously entered herein, the sworn testimony of the plaintiff in open Court, statement of counsel, and the entire record herein, from all of which the Court finds that the allegations of the complaint are sustained by the proof; that is, that the parties have irreconcilable differences. The Court further finds that the settlement agreement makes adequate and sufficient provision for the custody and maintenance of the minor child of the parties and for the equitable settlement of any property rights between the parties.

IT IS THEREFORE ORDERED AND ADJUDGED that the plaintiff, Shelia Verna Westbrooks, be and is hereby awarded an absolute divorce from the defendant, Orlando Roy Westbrooks, and the parties are restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED AND ADJUDGED that the settlement agreement executed by the parties is approved by the Court and incorporated herein as follows:

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GEORGE L. ROOKER, CLERK
D.C.

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

| | | |
|---|---|---|
| SHELIA VERNA WESTBROOKS, Plaintiff, | ) | |
| vs. | ) | NO. 84D-3364 |
| ORLANDO ROY WESTBROOKS, Defendant. | ) | |

## SETTLEMENT AGREEMENT

This Agreement is made between SHELIA VERNA WESTBROOKS, hereinafter called Wife, and ORLANDO ROY WESTBROOKS, hereinafter called Husband.

WITNESSETH:

WHEREAS, these parties have been married since February 2, 1977, and there has been born of this union one minor child, namely Keith O. Westbrooks, born July 14, 1979; and,

WHEREAS, certain differences and difficulties have arisen between the parties and a divorce action, styled Shelia Verna Westbrooks vs. Orlando Roy Westbrooks, Docket No. 84D-3364, in which irreconcilable differences is alleged as a ground, has been instituted in the Probate Court of Davidson County, Tennessee, and they have no expectation of resuming their marital relationship; and,

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. CUSTODY. Wife shall have and retain sole care, custody and control of the minor child of the parties, Keith O. Westbrooks.

2. VISITATION. Husband shall have the rights of visitation with said minor child at all reasonable times and places upon reasonable notice to Wife. Said visitation is for the benefit of said minor child.

3. CHILD SUPPORT. It is agreed that Husband shall pay Wife as child support $35.00 per week, based upon Husband's gross weekly income of $150.00 per week.

4. MEDICAL AND DENTAL EXPENSES. It is agreed that Husband shall assume all obligation and responsibility for all medical and dental expenses as may be incurred by the minor child of the parties.

5. LIFE INSURANCE. It is agreed that Husband shall obtain and maintain life insurance on himself in the face value of $10,000 and shall maintain the minor child as beneficiary. It is further agreed that Husband shall maintain a life insurance policy on the minor child until he reaches his majority in an amount sufficient to pay burial expenses in the event of the minor child's death, and in the event of said death, the proceeds shall be used to pay all burial expenses.

6. PERSONAL PROPERTY. The parties have heretofore divided their personal property between themselves. All furniture, furnishings and personal effects presently in the possession of Wife shall be her sole and separate property. All furniture, furnishings and personal effects in the possession of Husband shall be his sole and separate property.

7. REAL PROPERTY. It is agreed that the house and lot titled in the parties' names shall be vested solely in Husband. Said property is located at 1127 Stockell Street, Nashville, Tennessee, and is more specifically described in Book 5663, Page 630 of the Register of Deeds Office, Davidson County, Tennessee, to wit:

> LAND in Davidson County, Tennessee, being Lot No. 123 on the plan of the Benedict Land Company's Subdivision of the Lindsley Tract, of record in Book 332, page 40, Register's Office for said County.
>
> SAID Lot No. 123 fronts 50 feet on the easterly margin of Stockell Street and extends back between parallel lines, 170.0 feet to an alley.
>
> BEING the same property conveyed to Ivy Green by deed from Al Morgan and wife, Ida J. Morgan, of record in Book 5105, page 638, Register's Office for Davidson County, Tennessee.

8. COURT COSTS. It is agreed that any costs of Court incurred as a result of the pending action for absolute divorce shall be paid by Husband.

9. The parties desire that this Agreement be incorporated as a part of any final decree of divorce that may hereafter be entered in the Probate Court of Davidson County, Tennessee, or in any other Court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

10. This Agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those expressly herein set forth.

11. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Each party acknowledges that they have read this Agreement, that it is fair and equitable and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

WITNESS our hands on the day and date written below.

STATE OF TENNESSEE )
) ss.
COUNTY OF DAVIDSON )

Shelia V. Westbrooks
SHELIA VERNA WESTBROOKS

Sworn to and subscribed before me this 5th day of February, 1985.

Joyce B. Rosa
Notary Public

My commission expires: 10/24/88

STATE OF TENNESSEE )
) ss.
COUNTY OF DAVIDSON )

Orlando R. Westbrooks
ORLANDO ROY WESTBROOKS

Sworn to and subscribed before me this 5th day of February, 1985.

Joyce B. Rosa
Notary Public

My commission expires: 10/24/88

Kathy Principe
KATHY PRINCIPE
LEGAL SERVICES OF MIDDLE TENNESSEE

Attorney for Wife

IT IS FURTHER ORDERED AND ADJUDGED that the costs of this cause be and are hereby taxed to the defendant, for which execution shall issue if necessary.

ENTERED this 21 day of Feb, 1985.

JUDGE

PREPARED BY:

KATHY PRINCIPE
LEGAL SERVICES OF MIDDLE TENNESSEE

Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing instrument was mailed to the defendant at the defendant's last known address, 1127 Stockell Street, Nashville, Tennessee 37207, this 26th day of February, 1985.

KATHY PRINCIPE

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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* PROBATE *Circuit Court for Davidson County, Tennessee, on the* 28th *day of* FEBRUARY, *19* 88, *in Case Number* 84D-3364 *between* SHELIA VERNA WESTBROOKS *Plaintiff, and* ORLANDO ROY WESTBROOKS *Defendant, as same remains of record in Book* 30B, *Page* 865 *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* 16th *day of* December *in the year one thousand nine hundred and* Eighty-Eight *and in the* 213 *year of American Independence.*

**GEORGE L. ROOKER,** *Clerk,*

*By* Mary U. Washburn *D.C.*

**Form #GR-117**