IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LOWANDA M. PATZSCHKE,
Complainant

VS.

DARWIN L. PATZSCHKE,
Defendant

No. 84352

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FINAL DECREE

This cause came on to be heard on the 12th day of November, 1976, before the Honorable Joe C. Loser, Judge of the Third Circuit Court for Davidson County, Tennessee, upon the original complaint, of the Defendant having been personally served with process and having failed to answer within the time prescribed by law, upon Order of Default Judgment, upon testimony of the Complainant and her corroborating witnesses and upon the entire record in this cause from all of which the Court is of the opinion that the Defendant, Darwin L. Patzschke, has been guilty of cruel and inhuman treatment towards the Complainant as renders further cohabitation unsafe and improper; that the Complainant should be granted an absolute divorce from the Defendant; that the Complainant is a fit and proper person to have the care, custody and control of the parties' minor children, Leah Lynn Patzschke and Leaonna Marie Patzschke, and that the Property Settlement Agreement entered into by and between the parties should be in all things approved;

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED as follows:

1. That the Defendant, Darwin L. Patzschke, has been guilty of such cruel and inhuman treatment towards the Complainant as renders cohabitation unsafe and improper.

2. That the marriage heretofore subsisting between the parties be and the same is hereby forever dissolved and that the Complainant, Lowanda M. Patzschke, is hereby granted an absolute divorce form the Defendant, Darwin L. Patzschke, and that the parties are restored to all the rights and privileges of unmarried persons.

3. That the Property Settlement Agreement entered into by and between the parties on August 24, 1976, is in all things ratified and approved by the Court as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into by and between LOWANDA M. PATZSCHKE, a citizen and resident of Davidson County, Tennessee, hereinafter referred to as WIFE; and DARWIN L. PATZSCHKE, a citizen and resident of Davidson County, Tennessee, hereinafter referred to as HUSBAND.

W I T N E S S E T H :

WHEREAS, the parties hereto have been married for approximately thirteen years and there have been born of this union two minor children, namely, LEAH LYNN PATZSCHKE, age 13, and LEAONNA MARIE PATZSCHKE, age 6; and

WHEREAS, certain differences and difficulties have arisen between the parties and the WIFE has instituted a domestic proceeding in the Circuit Court for 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 mutual relationship in an amicable and mutually acceptable manner; and

WHEREAS, the parties desire to enter into this agreement and desire that it be incorporated as a part of any final decree of divorce that may be hereinafter entered in the Circuit Court for Davidson County, Tennessee, or any other Court having appropriate jurisdiction of the parties;

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 hereto agree as follows:

1. The wife shall have the custody and control of the parties' minor children, namely, LEAH LYNN PATZSCHKE and LEAONNA MARIE PATZSCHKE. The husband shall have liberal rights of visitation with the children at all reasonable times and places.

2. For the welfare, health and maintenance of the parties' minor children, Husband agrees to pay to Wife the sum of Fifty ($50.00) Dollars per week beginning August 27, 1976, and a like amount each and every week until the youngest minor child has become emancipated or reached her legal age, said payments to be made directly to the Wife until such time a divorce is granted, and said payments then to be made through the Circuit Court Clerk's office for Davidson County, Tennessee, after the said divorce has been granted. Wife shall have the right to claim both of the said minor children as dependents on all income tax filings.

3. There are presently two vehicles in the ownership and control of the parties, namely, a 1963 Ford Fairlane and a pick-up truck. Ownership and control of the said 1963 Ford Fairlane shall be vested and fixed in Wife and Husband shall provide Wife with two new tubeless tires for the said vehicle within thirty (30) days from date. The pick-up truck shall be vested and fixed in Husband. Each of the parties shall execute any documents or instruments or assist the other party in transferring ownership and title to the respective vehicles in accordance with this Agreement. Upon execution of this Agreement, each of the parties shall be responsible for the maintenance, upkeep and insurance on his or her respective vehicle.

4. Husband shall pay directly to Wife all sums as will be incurred by her for dental expense in connection with the extraction of her present teeth, and the making and fitting of dentures, upon presentment of bills from a dentist.

5. The parties represent that they have no outstanding charge accounts, stocks, bonds, or securities, savings accounts, checking accounts or other assets or liabilities other than those set forth in this Agreement. At such time as a divorce is granted to the parties, the parties' homeplace located at 1723 Hanover Street, Nashville, Tennessee, shall be divested from Husband and vested and fixed in Wife, to be hers absolutely. Wife shall thereafter be responsible for such upkeep, maintenance and insurance as is necessary on the said homeplace. Wife shall have the responsibility for payment of the balance of the present existing mortgage at Noel-Palmer Mortgage Company,

Inc., and shall indemnify and hold Husband harmless from any claim, demand, or suit brought in connection with the said mortgage.

6. All right, title and interest in and to the household goods, furniture, fixtures, appliances and other personal property, other than such personal property for personal use as is presently in the possession of Husband, shall be vested and fixed in Wife, to be hers absolutely.

7. Husband shall pay to Homer R. Ayers, attorney for Wife, the sum of Three Hundred Dollars ($300.00) for services in connection with the said divorce proceedings, which payment shall be made within thirty (30) days from date hereof.

8. Husband shall pay all costs in connection with the said divorce proceedings.

9. The parties hereto agree and acknowledge that this Agreement is entered into by each of them with full knowledge on the part of each of them of the extent and probate value of all property and estate of the parties jointly and personally, and each of the parties hereby forever releases and surrenders all of his or her right, title and interest, marital or otherwise, in and to all of the estate whether real, personal, intangible or mixed, now owned or hereinafter acquired of or by the other party, except as he or she may be bound by the promises and covenants contained in this Agreement.

10. The parties agree that this Agreement, subject to Court approval, shall be incorporated in and made a part of any decree of divorce which may be entered hereafter.

IN WITNESS WHEREOF, the parties hereto have set their signatures this the 27th day of August, 1976.

Lowanda M. Patzschke
LOWANDA M. PATZSCHKE

Darwin L. Patzschke
DARWIN L. PATZSCHKE

WITNESS:
Marie J. Allen

4. That the costs of this cause are hereby assessed against the Defendant, Darwin L. Patzschke, for which execution may issue, if necessary.

JOE C. LOSER, JUDGE

11/15/76

APPROVED FOR ENTRY:

STEWART, BLACK, AYERS, BUCHANAN & MATHIESEN
223 Madison Street
Madison, Tennessee 37115

Enter This 15 Day of Nov., 1976

By: _____
Homer R. Ayers, Attorney for Complainant

CERTIFICATION

I certify that a copy of the foregoing Final Decree was mailed to the Defendant, Darwin L. Patzschke, at his last known address at Inglewood Union 76 Service Station, 3719 Gallatin Road, Nashville, Tennessee, on this the 24 day of November, 1976.

Homer R. Ayers

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* THIRD *Circuit Court for Davidson County, Tennessee, on the* FIFTEENTH *day of* NOVEMBER, *19* 76, *in Case Number* 84352 *between* LOWANDA M. PATZSCHKE *Plaintiff, and* DARWIN L. PATZSCHKE *Defendant, as same remains of record in Book* 110B, *Page* 962 *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* 24th *day of* MAY *in the year one thousand nine hundred and* EIGHTY-NINTH *and in the* TWO HUNDRED-THIRTEENTH *year of American Independence.*

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GEORGE L. ROOKER, *Clerk,*

By Walter Adams, *D.C.*