IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

PEGGY DIANE HEMMEN	]	
VS.	]	NO. 82D-1988
RICHARD WAYNE HEMMEN	]	

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DIVORCE DECREE

This cause came on to be heard on this the 29th day of October, 1982, before the Honorable ~~Boncon Trimble,~~ Joe Ingram Judge, upon the Complaint for Absolute Divorce heretofore filed by the plaintiff, Peggy Diane Hemmen, the written Property Settlement Agreement heretofore entered into by and between the parties which is sworn to, the oral testimony of the plaintiff in open court, statement of counsel, and the entire record in this cause, from all which it appeared to the satisfaction of the Court that the allegations contained in the plaintiff's Complaint have been sustained by the proof; that is, that there are irreconcilable differences between the parties, and that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of the minor child of the parties of this marriage and for the equitable settlement of any and all property rights by and between the parties.

It is, therefore, ORDERED, ADJUDGED, and DECREED by the Court that the bonds of matrimony heretofore existing between the parties be and are hereby forever and perpetually dissolved, and the plaintiff, Peggy Diane Hemmen, is hereby awarded an absolute divorce from the defendant, Richard Wayne Hemmen, and restored to all the rights and privileges of an unmarried person.

It is further ORDERED and DECREED by the Court that the Property Settlement Agreement by and between the parties be and is in all things approved as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this the 14th day of September, 1982, by and between PEGGY DIANE HEMMEN, hereinafter referred to as "Wife", and RICHARD WAYNE HEMMEN, hereinafter referred to as "Husband", both of whom are residents of the State of Tennessee, Davidson County;

W I T N E S S E T H:

WHEREAS, the parties have been married since September 14, 1973 and one child has been born to this marriage, namely, Bobbie Jo Hemmen; and

WHEREAS, where certain irreconcilable differences and difficulties have arisen between Wife and Husband and they now live separate and apart from each other, without any expectation of resuming marital relations; and

WHEREAS, Wife has filed a Complaint for Divorce in the Circuit Court for Davidson County, Tennessee and Husband has filed an Answer; and

WHEREAS, Husband and Wife desire to enter into this agreement providing for an equitable settlement and division of their property and support for the minor child of the parties; and

WHEREAS, both parties hereto desire to reduce their agreement to writing with the understanding that the same shall be presented for final approval by the Judge of the Circuit Court, at or about the time of the final hearing of said cause;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises of the parties, it is hereby agreed by Husband and Wife as follows:

1. Husband shall receive the home of the parties located at 4191 Knipfer Road, Joelton, Tennessee, and the same at the granting of the divorce shall be divested out of Wife and vested in the Husband subject to an interest of the minor child of the parties in the home which will entitle the child of the parties, Bobbie Jo Hemmen to receive one-third of the net proceeds if and when the property is sold by Husband. At the time of said sale, if the child is still a minor the proceeds shall be put in a trust fund for the use and benefit of the child.

2. Custody of the parties' minor child, Bobbie Jo Hemmen, will remain with Husband and Wife jointly. The parties have elected a joint custodial arrangement because of the age of the child and the history of shared parental input into the care and upbringing of the child and the election to allow the child to live in both homes on some scheduled arrangement. The parties recognize that during the term of residence with the child in their respective homes that custodial control and decisions will, by mere necessity have to lie with the parent with whom the child is then residing. However, it is the

intention of the parties that this should not prohibit joint participation on decisions affecting the child's well-being as long as such varied options do not create an inpass which makes day-to-day custodial arrangements impractical. It is agreed that initially the residence of the child will be with the mother and that this residence will continue until change by mutual agreement of the parties or if the party seeking the change is not able to reach an agreement, then by the court.

3. The visitations of the child shall be equal and joint with Husband allowed visitations at all reasonable times and places provided advance notice is given and without conflict with prior arrangements. During summer vacation periods the Husband shall be the custodial parent at least for one-half of the summer vacation should be elect to do so. During the time the residence of the child is with Wife, Husband shall be entitled to have the child on all holidays.

4. During the period that the child is residence with Wife, Wife shall be responsible for payment of food and shelter. All other expenses shall be born by Husband which shall include medical expenses, clothing and any other necessary expense. Husband shall be required to pay all of these expenses upon notice of Wife or if notice is impractical and Wife expends funds for child, then Husband shall reimburse Wife for any reasonable and necessary expenses made. During the period that the child is residing with Husband, Husband shall bear all expenses for the child.

5. Wife will receive the 1981 Buick Regal and will make payments on said vehicle.

6. Both parties shall keep all personal property belonging to them and division of such property shall be made prior to the hearing in court.

7. Each party shall be responsible for paying their own attorney's fee.

8. The cost of this cause shall be shared equally by the parties.

It is further, jointly and individually, agreed by the parties to do and perform any and all acts necessary and sign any documents to carry out the provisions of this agreement.

The parties upon the signing of this agreement acknowledge that they have read same and understand the provisions of this agreement fully and are agreeable to all the terms of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the date hereinabove set forth.

S/Peggy Diane Hemmen
PEGGY DIANE HEMMEN

S/Richard Wayne Hemmen
RICHARD WAYNE HEMMEN

STATE OF TENNESSEE)

COUNTY OF CHEATHAM)

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, the within named PEGGY DIANE HEMMEN, who made oath that she executed the foregoing Agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Ashland City, Tennessee, this 14th day of September, 1982.

S/Wm. G. Wilkinson
NOTARY PUBLIC

My Commission Expires:

7/31/84

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, the within named RICHARD WAYNE HEMMEN, who made oath that he executed the foregoing Agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 20th day of September, 1982.

S/Koni S. Laning
NOTARY PUBLIC

My Commission Expires:

10-15-83

It is further ORDERED and DECREED by the Court that neither party shall move to another state with the minor child without the joint written agreement of the parties or by approval of this Court.

It is further ORDERED and DECREED by the Court that the plaintiff and defendant will be equally responsible for the costs of this cause, for which let execution issue, if necessary.

This 29th day of October, 1982.

APPROVED FOR ENTRY:

WM. G. WILKINSON
Attorney for Plaintiff

ENTER:

JUDGE

CERTIFICATE

2125 05/15 0101 03CHECK 15.00

I hereby certify that I have mailed a copy of the foregoing Decree to Mr. Thomas C. Binkley, Attorney for Defendant, Court Square Building, 300 James Robertson Parkway, Nashville, TN 37201.

This 29th day of October, 1982.

WM. G. WILKINSON

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* 29th *day of* October, *19* 82, *in Case Number* 82D-1988 *between* Peggy Diane Hemmen *Plaintiff, and* Richard Wayne Hemmen *Defendant, as same remains of record in Book* 127B, *Page* 1079 *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* 9th *day of* May *in the year one thousand nine hundred and* ninty-one *and in the* 215th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By D.C.

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