IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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PATRICIA ANN PAYNE)
)
-VS-) DOCKET NO. 79126
)
THEODORE ROOSEVELT PAYNE, JR.)

FINAL DIVORCE DECREE

This cause came on to be heard this 22nd day of September, 1975, before the Honorable James M. Swiggart, Judge of the Sixth Circuit Court for Davidson County, Tennessee, upon plaintiff's Petition for Absolute Divorce, upon the testimony of the plaintiff and her two corroborating witnesses, and the record as a whole, from all of which the Court is of the opinion that the plaintiff, Patricia Ann Payne, is entitled to an absolute divorce from the defendant, Theodore Roosevelt Payne, Jr., on the grounds of cruel and inhuman treatment.

The Court further finds that there is a Property Settlement Agreement signed by both parties and dated the 1st day of August, 1975, which states as follows:

THIS AGREEMENT, made and entered into by and between THEODORE ROOSEVELT PAYNE, JR. and wife, PATRICIA ANN PAYNE, both residents of Davidson County, Tennessee.

WITNESSETH:

WHEREAS, the parties have experienced marital difficulties which have caused the parties to live separate and apart from each other, and which difficulties appear to be irreconcilable; and

WHEREAS, it appears certain that divorce proceedings will be forthwith filed; and

WHEREAS, in order to set out specifically the division of household furnishings and furniture and other property interest, assumption of family obligations, and other matters in an attempt to aid and assist the Court, but in no way endeavoring to influence the Court in determining the issue of divorce.

NOW, THEREFORE, for and in consideration of mutual obligations imposed by this property settlement agreement, $1.00 good and valuable consideration, cash and handpaid, receipt of which is acknowledged, the parties have agreed as follows:

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

(1) The parties agree that the home located at 693 Rowan Drive, Nashville, Tennessee shall be the sole and separate property of Patricia Ann Payne. Patricia Ann Payne agrees to make the monthly payments on the home after the signing of this property settlement agreement and further agrees to hold Theodore Roosevelt Payne, Jr. harmless on said payments. It shall be her sole and separate responsibility to attend to this obligation.

(2) Theodore Roosevelt Payne, Jr. agrees to become divested of all his right, title, and interest in the furnishings in the residence of the parties, located at 693 Rowan Drive, Nashville, Tennessee, and shall do all acts necessary to transfer said personal property. Mrs. Payne agrees that Mr. Payne shall be entitled to his personal articles and shall be allowed to remove same at his discretion.

(3) Mr. Payne agrees that Mrs. Payne shall retain possession of the 1972 Chevrolet. Mrs. Payne agrees that the payments on the Chevrolet will be her sole and separate responsibility. Mrs. Payne agrees that Mr. Payne shall retain possession of the 1973 Chevrolet Station Wagon and shall be responsible for the payments on it. It shall be his sole and separate responsibility to attend to this obligation.

(4) It is further agreed that Mrs. Payne shall have the exclusive care, custody and control of the parties minor children.

(5) It is further agreed that Mr. Payne shall pay $60.00 a week for the support and maintenance of the parties minor children, said payment to be made directly to the wife.

(6) Each party will assume his or her indebtedness (except as mentioned above) and will hold the other harmless for the payment thereof.

(7) Mr. Payne agrees that he shall pay his wife's attorney, William B. Bruce, a fee of $250.00.

IN WITNESS WHEREOF, the parties have hereunder placed their signature this 1st day of August, 1975.

The Court approves the said Property Settlement Agreement in its entirety and hereby makes it a part of this Final Decree.

IT IS THEREFORE ORDERED, ADJUDGED, and DECREED by the Court that the bonds of matrimony heretofore existing and subsisting between THEODORE ROOSEVELT PAYNE, JR. and PATRICIA ANN PAYNE be, and the same are hereby forever, absolutely and perpetually dissolved 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 Agreement recited herein be made a part of this Final Decree, and defendant, Theodore Roosevelt

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

Payne, Jr., be taxed with all cost of this cause, for which execution is awarded.

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Enter this 23rd day of September, 1975.

JAMES M. SWIGGART, Judge

APPROVED FOR ENTRY:

WILLIAM B. BRUCE,
Attorney for Plaintiff
2108 Parkway Towers
Nashville, Tennessee 37219
244-7706

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IDENTIFICATION REFERENCE

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MAIL ENV.

CERTIFICATE OF SERVICE

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STATE OF TENNESSEE

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a* ~~correct transcript~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* PATRICIA ANN PAYNE *Plaintiff, and* ~~THEODORE ROOSEVELT PAYNE, JR.~~ *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 21st *day of* February *in the year one thousand nine hundred and* seventy-nine *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Sue Woods, D. C.

Form ACR 117