Mayo-162-CC-85 1
Part C

124C/2115

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

'87 NOV -3 PM 2:36

JOE L. BOOKER, CLERK

D.C.

MARY KATHERINE MALLORY)
)
vs.) No. ~~81D-4481~~ 82D-1588
)
LAWRENCE LEE MALLORY)

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FINAL DECREE OF DIVORCE

This cause came to be heard upon application of Complainant that proof be had upon interrogatories, upon Order of Default, and the entire record in this cause, from all of which the Court finds that there exist irreconcilable differences between the parties, pursuant to Tennessee Code Annotated §36-801, et seq.

IT FURTHER appears to the Court that the signed, notarized Property Settlement Agreement provides for adequate support for the minor children and is fair and equitable in its distribution of the property belonging to the parties.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED, that the bonds of matrimony heretofore existing between the parties be and the same hereby are forever and perpetually dissolved and the Complaiant, Mary Katherine Mallory, be granted an Absolute Divorce from the Defendant and restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, that the Property Settlement Agreement executed by and between the parties be incorporated as follows;

1. Wife shall proceed to trial on the ground of irreconcilable differences and submit the Property Settlement Agreement herein for the consideration of the Court to be incorporated into the Final Decree of Divorce, should the divorce be granted.

2. All right, title, and interest in any and all personal property now in the possession of Wife shall be divested out of Husband and vested into Wife solely.

3. All right, title, and interest in any and all personal property now in possession of Husband shall be divested out of Wife and vested into Husband solely.

4. The parties own the property located at 237 Coleridge Court, County of Davidson, Antioch, Tennessee, 37013,(a better description of which is attached as Exhibit One and incorporated herein by reference) as Tenants by the Entirety. By this instrument's incorporation into the Final Decree of Divorce, the Tenancy by the Entireties is converted into a Joint Tenancy between the parties, Mary Katherine Mallory and Lawrence Lee Mallory, with the Right of Survivorship in each. A life estate reserved in the Husband, Lawrence Lee Mallory. (Attach Exhibit One and incorporate by reference). [Book 4620, Page 202].

Being lot No. 11 on the Map of Colemont, Section 2, of record in book 4300, page 133, Register's Office for said County. Said lot No. 11 fronts 75 feet on the south margin of Coleridge Court and runs back 153.78 feet on the westerly line and 155 feet on the easterly line to a dead line in the rear on which it measures 75.01 feet. Being part of the property conveyed to James W. Lawrence by deed from F.M. Cathey and wife, of record in Book 4457, Page 843, said Registrar's Office. The above described property is being conveyed subject to restrictions in Book 4551, page 402, said Register's Office.

5. It is agreed by the parties that Wife is a fit and proper person to have custody of the minor child of the parties, Angela Maria Mallory and custody of this minor child shall be in the Wife.

6. It is agreed by the parties that the Husband is a fit and proper person to have custody of the minor child of the parties, Lawrence Lee, Jr., and custody of this minor child shall be in the Husband.

7. All joint debts of the parties shall be the responsibility of the Husband and he shall hold Wife harmless thereon.

8. Husband shall maintain mortgage insurance to insure payment of the first and second mortgage.

9. The Husband shall maintain major medical insurance on the minor child, Angela Maria Mallory.

10. The Husband shall pay to Wife as child support the sum of $40.00 per week for the minor child, Angela Maria Mallory.

11. The Husband shall pay to C. Edward Fowlkes, attorney for Mary Katherine Mallory, as attorney fees the sum of $250.00.

12. The costs of this cause shall be taxed against the Husband, Lawrence Lee Mallory.

13. The husband shall be granted reasonable visitation rights with the minor child, Angela Maria Mallory, and Wife granted reasonable visitation with the son Lawrence Lee Mallory, Jr.

14. Within a reasonable time after the execution of this contract, after arrangements can be made between the parties hereto, each of the parties obligates himself or herself to sign all necessary deeds, bills of sale, and other such instruments in order to effectuate the total transfer of legal title in and to the various properties hereby being divided between the parties.

15. In consideration of this agreement, the Husband and Wife hereby release one another, their heirs, executors, administrators and assigns and their property and estate from any and all rights of any kind and character for past and future support and

maintenance, homestead dower, or courtesy rights under the laws of inheritance, dissent, and distribution, any claims to alimony or other support payments, all rights to elect against the other's Will; and each party releases the other from all othr rights, claims, demands, and obligations of every kind and character arising out of or by virtue of the marital relations of the parties hereto, except as expressly provided in this agreement; and each party is forever barred from having or asserting any such right, claim, demand, or obligations at any time hereafter for any purpose except that these parties may assert all rights that are given under this agreement.

16. It is agreed by the parties that the above settlement provides for a fair and equitable distribution of the parties assets, and further provides for the adequate support and welfare of the minor children.

17. The parties affirm that they have read this Agreement in it's entirety and understand it's contents and upon advice of legal counsel affix their signature thereto, without duress or coercion in any manner.

18. This instrument was prepared by C. Edward Fowlkes, attorney for the complainant, the Husband being at his liberty and advised that it would be in the best interest to obtain counsel in this matter, Husband is represented by Mr. Phillip Davidson, Attorney at Law, Nashville, Tennessee.

Mary Katherine Mallory

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

Lawrence Lee Mallory

Entered this 2nd day of November, 1982.

JUDGE

APPROVED FOR ENTRY

0052 02/10 0101 01CASH 15.00

Kathy Cole
120 Oak Town Rd
Antioch 37013

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83173

PICK-UP

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* 3rd *day of* November, *19* 82, *in Case Number* 82D-1588 *between* MARY KATHERINE MALLORY *Plaintiff, and* LAWRENCE LEE MALLORY *Defendant, as same remains of record in Book* 124C, *Page* 2115 *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* 7th *day of* February *in the year one thousand nine hundred and* Ninety-Two *and in the* 216th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By M W Beasley, *D.C.*

Form #GR-117