WILMOTH DODSON)
) IN THE FOURTH CIRCUIT COURT FOR
VS.) DAVIDSON COUNTY, TENNESSEE
) No. 80-287
ROBERT H. DODSON)

3-17-80
116A/287

FINAL DECREE

This cause came on for hearing on this the 7th day of March, 1980, before the Hon. Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee upon the original complaint filed by the complainant, Wilmoth Dodson, personal service of process had upon the defendant, Robert H. Dodson, testimony of the original complainant, and submission to the court of an executed property settlement and custody agreement, statement of counsel, and the entire record herein. From all of which the court finds as follows:

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The court finds from the testimony of the complainant, Wilmoth Dodson that the parties hereto have marital differences which cannot bereconciled.

It is therefore ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing by and between the parties are hereby dissolved and the complainant, Wilmoth Dodson is hereby awarded an absolute divorce from the defendant, Robert H. Dodson upon the grounds of irreconcilable differences. It further appears that the parties have entered into a property settlement and custody agreement which is in words and figures as follows:

PROPERTY SETTLEMENT AND CUSTODY AGREEMENT

This agreement made and entered into this the 31st day of August, 1979, by and between Wilmoth Dodson, hereinafter called the "wife, and Robert H. Dodson, hereinafter called the "husband";

WITNESSETH:

THAT WHEREAS the parties are man and wife and serious marital difficulties have arisen between them with the wife desiring to file a complaint for absolute divorce in the Circuit Court for Davidson County, Tennessee and with the parties desiring to enter into a property settlement agreement in an effort to settle their rights in regard to the real property, personal property, and custody of the minor child of the parties, and child support and they have agreed upon the following as evidenced by their signatures hereto. The parties further agree that this agreement be approved by the court and be incorporated verbatim in any decree which shall be entered dissolving their marriage.

NOW THEREFORE, in consideration of the premises and mutual benefits and promises hereinafter set forth, the wife and husband agree as follows:

1. The wife shall receive the homeplace of the parties located at 429 Lynn Drive, Nashville, Davidson County, Tennessee, to be hers absolute and in fee simple, subject to

the mortgage thereon.

2. The wife shall receive the household furniture and furnishings located in said homeplace to be hers absolute and in fee simple, free and clear of the claim of the husband.

3. The wife shall retain custody of the minor son of the parties, Donald R. Dodson, with all reasonable rights of visitation being reserved to the husband and natural father herein.

4. The husband shall pay to the wife the sum of $100.00 per week as child support for the support and maintenance of the minor child of the parties.

5. The husband agrees to pay for the college educations of both the sons of the parties, to wit, Robert M. Dodson and Donald R. Dodson, in the event said children desire to attend college. He furtherhereby agrees and contracts to pay said tuition for said sons college education for a period of at least a four-year college program, in the event either child elects to attend college for a maximum of a 4-year program.

6. The wife agrees to furnish medical and hospitalization insurance upon the minor child of the parties and the husband agrees to pay the first $100.00 deductible which said insurance policies require.

7. The wife shall receive the 1976 Granada automobile to be hers absolute and in fee simple and the husband agrees to title said vehicle to her and will pay any lien due and owing thereon.

8. The husband shall retain his 1978 Mercury automobile subject to any mortgage thereon, free and clear of the claim of the wife.

9. The husband agrees to pay the 1978 income tax as due by virtue of the parties filing a joint return and the wife shall be held harmless thereon.

10. The wife shall claim the minor son of the parties as a dependent for her U.S. Income tax purposes.

11. The husband hereby agrees that he will pay to the Athens Paper Co. the sum of $1,422.45 owed by the wife to said company which was borrowed by her to pay the 1971-72 tax lien of the parties.

12. The husband agrees that the 1978 Firebird automobile presently titled in his name shall remain the automobile of the older son, to wit, Robert M. Dodson, and the husband hereby agrees to continue to pay said mortgage note on said automobile as the same comes due for the benefit of the son.

13. The wife agrees to make no further or other claim for alimony upon the husband.

14. The husband agrees to reimburse the wife for her retainer fee paid to her attorney of record in the amount of $400.00 and he shall pay the court costs involved in the obtaining of an absolute divorce in this matter.

This agreement is subject to the approval of the Court in the event a divorce is granted in this matter. However, in the event no divorce is granted to the wife or either party herein, then this agreement is of no force and effect. If approved by the court said agreement is a full, final and complete settlement of the parties rights and interests in and to the real and personal property of the parties and the same is entered into by them of their own free will and accord.

It is further understood by the parties that the matters of child custody, visitation, and child support are matters which are retained by the court and are reviewable from time to time as the circumstances of the parties hereto may change.

(s) Wilmoth Dodson
WIFE

(s) Robert M. Dodson
WITNESS

(s) Robert H. Dodson
HUSBAND

(s) Robert M. Dodson
WITNESS

It is therefore ORDERED, ADJUDGED AND DECREED that the complainant is hereby awarded the homeplace of the parties located at 429 Lynn Drive, Nashville, Tennessee to be hers absolute and in fee simple and any right, title or interest that the defendant has in and to the same is hereby divested from him and reinvested in the complainant, Wilmoth Dodson, subject to the first mortgage thereon.

Said real estate is more particularly described in words and figures as follows:

> Being the lot no. 33 in the property known as College Heights, a plan of which is recorded in Plan Book 332, page 19, R.O.D.C. Tennessee. Said lot fronts 50 feet on the North side of Timmons Street and runs back between parallel lines _____ feet to an alley. The east line of said lot being 155.2 feet and the west line 156.5 feet in length.
>
> Being the same property conveyed to Robert H. Dodson of record in book 5251, page 283 registers-office for Davidson County, Tennessee from Katherine B. Shumate, W. T. Shumate, Jr. and Johnnie W. Shumate, Roberta Heflin, Louise Moseley and Nancy Johnson.

It is further ORDERED, ADJUDGED AND DECREED that the original complainant is hereby awarded the household furniture and furnishings and appliances of the parties located in the homeplace at 429 Lynn Drive, Nashville, Tennessee to be hers absolute, free and clear of any claim of the defendant.

It is further ORDERED, ADJUDGED AND DECREED that the custody of the minor son of the parties to wit, Donald R. Dodson is hereby vested in the wife, Wilmoth Dodson with reasonable rights of visitation being reserved to the defendant herein.

It is further ORDERED, ADJUDGED AND DECREED that the husband shall pay to the wife the sum of $[illegible] per week as child support for the support and maintenance of the minor child of the parties.

Said payments shall commence on Friday, March 14, [illegible] and continue each and every week thereafter.

It is further ORDERED, ADJUDGED AND DECREED that the defendant is hereby ordered to pay the college educations of both sons of the parties as reflected by the property settlement agreement which he has contracted to do.

It is further ORDERED, ADJUDGED AND DECREED that the wife shall furnish hospitalization upon the minor child of the parties and the defendant is hereby ordered to pay the first $100.00 deductible on said insurance as the same be comes due and payable.

It is further ORDERED, ADJUDGED AND DECREED that the complainant is hereby awarded the 1976 Granada automobile to be hers absolute and in fee simple and the husband defendant herein shall execute title to her and will pay any lien due and owing thereon.

It is further ORDERED, ADJUDGED AND DECREED that the defendant shall retain his 1978 Mercury subject to any mortgage thereon and the complainant is held harmless on any indebtedness.

It is further ORDERED, ADJUDGED AND DECREED that the defendant shall pay the 1978 Income tax due by virtue of the parties filing a joint return and the complainant shall be held harmless thereon.

It is further ORDERED that the wife shall claim the minor son of the parties as a dependant for her U.S. income tax purposes in accordance with the agreement executed and incorporated herein.

It is further ORDERED AND DECREED that the defendant shall pay to the Athens Paper Co. the sum of $1,422.44 which is the debt owed by the wife to said company which was borrowed by her to pay the 1971-1972 tax lien of the parties and said lien is the responsibility of the defendant herein.

It is further ORDERED, ADJUDGED AND DECREED that the 1978 Firebird automobile presently titled in the name of the defendant shall remain in the possession of the older son of the parties, to wit, Robert M. Dodson and the defendant is hereby ordered to continue said mortgage payment thereon as the same comes due for the benefit of said son.

It is further ORDERED, ADJUDGED AND DECREED that a judgment is awarded to the complainant herein the amount of $400.00 to be paid by the defendant as a reimbursement of her attorney's fees and the

defendant shall pay the cost of this cause, for all of which let execution issue if necessary.

It is further ORDERED, ADJUDGED, AND DECREED that the entire property settlement reflected herein and incorporated herein above is hereby approved by the court and made the judgement thereof in all respects. This the 11 day of March, 1980.

JUDGE

Approved for Entry:

Attorney for Complainant

Defendant

CERTIFICATE

I certify a copy of this Final Decree has been mailed to the Defendant at his last known address being c/o Pagoda Apts. 320 Welsh Road, Nashville, Tennessee on this the 11 day of March, 1980.

Attorney

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STATE OF TENNESSEE

I, RICHARD R. 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 17 day of MARCH, 19 93, in the Case Number 89030 between

2532 08/23 0101 03CHECK 24.00

[illegible], PLAINTIFF Plaintiff, and

[illegible], DEFENDANT Defendant,

as same remains of record in Book 7166, Page 00209 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 23 day of AUGUST in the year one thousand nine hundred and ninety-three and in the 217th year of American Independence.

RICHARD R. ROOKER, Clerk.

By _____
Deputy Clerk

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IDENTIFICATION REFERENCE

93 AUG 23 AM 10:03

REGISTER'S OFFICE
DAVIDSON COUNTY, TN