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IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

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SHIRLEY A. CALVIN,	)	
	)	
Complainant	)	
	)	
vs.	)	No. 94324
	)	
ALVIN M. CALVIN,	)	
	)	
Defendant	)	

FINAL DECREE

This cause came on to be heard on this 24th day of April, 1979, before the Honorable Harry Lester, Judge of the Second Circuit Court for Davidson County, Tennessee, upon the complaint for absolute divorce, the defendant's Answer and Counterclaim having been withdrawn by counsel for defendant by motion in open court, the testimony of complainant, statement of complainant's counsel and the entire record; and it appearing to the Court from the proof and the pleadings that irreconcilable differences exist between the complainant and the defendant; and that the complainant is entitled to an absolute divorce from the defendant; wherefore, her complaint is accordingly sustained.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court:

1. That complainant, SHIRLEY A. CALVIN, is hereby granted an absolute divorce from the defendant, ALVIN MURDOCK CALVIN, that the bonds of matrimony heretofore existing between them be and the same are hereby absolutely and forever dissolved; that the parties are hereby restored to all the rights and privileges of unmarried persons.

2. That the Property Settlement Agreement heretofore entered into by the parties and submitted to the Court be approved and made an order of this Court, as copied verbatim below:

RECEIVED
MAY 31 1979
THE LEGAL CLINIC OF
CAWLEY & SCHMIDT

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SHIRLEY A. CALVIN, Complainant	)	
vs.	)	No. 94324
ALVIN M. CALVIN, Defendant	)	

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into on this 25th day of May, 1979, by and between Shirely Ann Calvin, hereafter called First Party, and Alvin M. Calvin, hereafter called Second Party:

W I T N E S S E T H:

WHEREAS the parties are presently engaged in litigation of a divorce action in the Second Circuit Court of Davidson County, Tennessee, Docket No. 94324, wherein First Party is Plaintiff and Cross-Defendant, and Second Party is Defendant and Cross-Plaintiff, and wherein each of the parties seek relief of the Court by way of severing the marriage relation and making provisions for settlement and division of the property belonging to the parties, and custody and support of their minor child; and

WHEREAS the parties desire to entere into a voluntary agreement for division of their property, settlement of their obligations and provision for custody and support of their minor child as hereinafter provided in the event the Court should see fit to grant a divorce in said action;

NOW THERERORE, in consideration of One Dollar ($1.00) cash in hand paid by First Party to Second Party, and of other valuable considerations, including the premises and the covenants hereinafter stated, receipt of all of which is hereby acknowledged, the parties agree as follows:

1) The above action will be presented to the Court on a non-contested basis with a request that the Court grant a divorce to the First Party upon the ground of irreconcilable differences.

2) If the Court should grant a divorce, the custody of the minor child, Tandiwe Calvin, should be granted to the First Party with Second Party having rights of visitation with the said child as follows:

A. Second Party shall pick up the child at the residence of the First Party in Clarksdale, Mississippi on the night before Thanksgiving Day beginning in November, 1979, and the Second Party shall return the said child to First Party's residence in Clarksdale, Mississippi not later than 6:00 P.M. on Sunday evening following the said visit, and the said visitation on Thanksgiving as aforesaid shall be granted to Second Party on every other year thereafter.

B. Second Party shall have visitation rights with the said child every other Christmas for one week by picking up the said child at the First Party's residence in Clarksdale, Mississippi beginning Christmas of 1980 and shall return the child to First Party's residence in Clarksdale, Mississippi not later than 6:00 P.M. on New Year's Eve following.

C. Second Party shall have a two weeks visitation with the said child at his residence in Nashville, Tennessee for two weeks each summer, not interfering with the child's school attendance, beginning the summer of 1979 and for each summer thereafter.

D. Second Party shall have liberal visitation rights with the child in Clarksdale, Mississippi as First Party's schedule permits.

3) Second Party will pay to First Party the sum of $160.00 per month for support of said minor child, beginning May 20, 1979, and to continue the said monthly payment each month thereafter until further orders of the Court.

4) It is further agreed between the parties that the Party of the Second Party is in the arrears of child support previously ordered by the Court in the sum of $355.00. Further, the Second Party will pay to First Party the sum of $500.00 as her equity in the home of the parties located at 4884 Rainer Drive, Old Hickory, Tennessee. The aforesaid arrearage payment and the equity of First Party in the home of the parties total the sum of $855.00, owed by Second Party to First Party. The Second Party will pay the sum of $25.00 per month directly to First Party, beginning May 20, 1979, and to continue a like payment each month thereafter until the aforesaid sum is paid in full.

~~XXX~~5) Second Party shall be vested with exclusive title to the real estate located at 4884 Rainer Drive, Old Hickory, Tennessee, subject to his assumption and payment of all payments on the mortgage indebtedness encumbering said real estate but not limited to those now due and outstanding. Second Party will indemnify First Party against any liability whatsoever upon said mortgage indebtedness.

6) First Party and Second Party shall be vested with exclusive title to all household furnishings and equipment in each of their possessions.

7) Second Party will pay the costs of this cause upon the awarding of any divorce.

8) This Property Settlement Agreement will be presented to the Court for its approval and will be incorporated verbally in any decree of divorce awarded by the Court.

IN WITNESS WHEREOF, the parties have hereunto set their signatures this 25th day of May, 1979.

Shirley Ann Calvin

SHIRLEY ANN CALVIN
FIRST PARTY

Alvin M Calvin

ALVIN M. CALVIN
SECOND PARTY

My Commission Expires June 22, 1979
Estell A. Gainey

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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 _SECOND Circuit Court for Davidson County, Tennessee, on the _02 day of _AUGUST , 19 _79 , in the Case Number _94324 between _CALVIN, SHIRLEY ANN Plaintiff, and _CALVIN, ALVIN MURDOCK Defendant, as same remains of record in Book 118C , Page _01789 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 _10 day of _JANUARY in the year one thousand nine hundred and _ninety-four and in the _218th_ year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By Clay M. Darden
Deputy Clerk

3090 01/10 0101 01CASH 24.00

94 JAN 10 PM 1:10

FELIX E. [illegible] REGISTER
DAVIDSON COUNTY, TN.

06163

IDENTIF. & REFERENCE

ENTER This 2 day of ~~July~~ Aug, 1979.

L Harry D Hoffman

JUDGE

APPROVED FOR ENTRY:

Shirley A. Calvin

SHIRLEY A. CALVIN
Complainant

David S. Gardner

DAVID S. GARDNER
Attorney for Defendant