HCF:465

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

CASSANDRA JEAN BOWMAN,)
Plaintiff,)
)
vs.) No. 87D-3143
)
WILLIAM ELIE BOWMAN,)
)
Defendant.)

FINAL DECREE OF ABSOLUTE DIVORCE 10232 PG 578

This cause came to be heard on the 13th day of January, 1988, before the Honorable James R. Everett, Jr., Judge for the Probate Court for Davidson County, Tennessee, on the Complaint for Divorce filed by the Plaintiff. Upon hearing the testimony of the Plaintiff, statements of counsel for Plaintiff, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences;

It is, therefore, ORDERED, ADJUDGED and DECREED that the Plaintiff, Cassandra Jean Bowman, is hereby awarded an absolute divorce from the Defendant, William Elie Bowman, a/k/a Levi Bowman, Jr., a/k/a Queen E. Bowman, on the grounds of irreconcilable differences, T.C.A. 36-4-103, and she is hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties; and further, they have made adequate and sufficient provision for the custody and support of the minor child at this time. The Court hereby approves the Property Settlement and Custody Agreement and the same is hereby incorporated in words and figures as follows:

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DAVIDSON COUNTY, TN.
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IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

CASSANDRA JEAN BOWMAN, Plaintiff,	)	
vs.	)	No. 87D-3143
WILLIAM ELIE BOWMAN, Defendant.	)	BOOK 10232 PG 579

PROPERTY SETTLEMENT AND CUSTODY AGREEMENT

THIS AGREEMENT entered into this 9th day of September, 1987, by and between WILLIAM ELIE BOWMAN, hereinafter referred to as "HUSBAND", and CASSANDRA JEAN BOWMAN, hereinafter referred to as "WIFE";

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the Probate Court for Davidson County, Tennessee, a suit for divorce between the parties, being Cassandra Jean Bowman vs. William Elie Bowman, bearing Docket Number 87D-3143; and

WHEREAS, the parties desire to agree upon and fix their rights and duties, respecting their respective estates, child custody and support, and any and all matters concerning their respective rights and duties by reason of the marital relationship.

NOW THEREFORE, in settlement, adjustment and compromise of all property rights, and questions and all matters arising by reason of the marital relationship and in consideration of the mutual promise and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

1. The parties have joint custody of the minor child, TIFFANY NICCOLE BOWMAN; however, said minor child shall live and reside with WIFE, and HUSBAND shall have reasonable visitation privileges with said minor child provided he gives WIFE twenty-four (24) hours notice of his desire to exercise said visitation privileges. BOOK 10232 PG 580

2. To assist with the care, support and maintenance of said minor child, HUSBAND shall pay direct to WIFE the sum of Two Hundred Fifty ($250.00) Dollars per month. In addition, HUSBAND shall pay direct to WIFE the sum of Two Hundred Fifty ($250.00) Dollars per month as alimony in futuro, until she remarries or until her death. In addition, HUSBAND shall maintain and provide medical and hospitalization insurance for the minor child, and said insurance shall be maintained until said child reaches her 21st birthday. In addition, all life insurance on the HUSBAND'S life in effect on the date of this agreement shall be maintained and kept in full force and effect by HUSBAND, and the minor child shall be the primary beneficiary of said policy or policies until she reaches her majority.

3. The HUSBAND owns a parcel of real estate located at 1903 Delta Street, Nashville, Tennessee, described as follows:

> Being Lot Number 594 in North Nashville Real Estate Company's plan of lots, as of record in Book 21, page 105, Register's Office for said County.
>
> Said Lot No. 594 fronts fifty feet on the westerly side of Delta, formerly Hamburg Street, and runs back between parallel lines 168-1/2 feet to an alley.
>
> Being part of the property conveyed to William Schlanger and wife, Esther Weiss Schlanger, by deed from Earlee Hickerson Wallace of record in Book 4786, Page 930, Register's Office for Davidson County, Tennessee.
>
> This is improved property located at 1913 Delta Avenue, Nashville, Tennessee.

Said property, which is presently vested in HUSBAND, shall remain vested solely in HUSBAND, and whatever rights and interest, equitable or otherwise, the WIFE has in said real estate, shall be divested out of her and into him.

4. HUSBAND and WIFE own two parcels of real estate, located at 1803 18th Avenue, North, and 1803 St. Louis Avenue, in Nashville, Davidson County, Tennessee, described as follows: BOOK 10232 PG 581

TRACT NUMBER I: Being Lot Number Thirty-Two on the map of George Shields' second addition to North Nashville, as of record in Book 57, Page 146, Register's Office for said county.

Said Lot Number Thirty-Two fronts fifty feet on the southerly side of St. Louis Avenue and runs back between parallel lines one hundred fifty feet to an alley.

TRACT NUMBER II: Being Lot Number Thirty-Three and parts of Lots Number Thirty-Four and Thirty-Five of the plan of George Shields, second addition to North Nashville, as of record in Book 57, Page 146, Register's Office for said county, described together according to a survey made by Hickerson Miller, Engineers, as follows:

Beginning at the Southwest corner of St. Louis Avenue and 18th Avenue, North, formerly Salem Street, as widened; thence with the southerly margin of St. Louis Avenue, westwardly 83.4 feet to the corner of Lots numbers Thirty-Two and Thirty-Three; thence with the line between said two lots, southwardly 143.7 feet to the northerly margin of an alley; thence with said alley, eastwardly 152.2 feet to the westerly margin of 18th Avenue, North, as widened; thence with said Avenue, northwardly 154.7 feet to the beginning.

Being the same property conveyed by deed from Ronald O'Guin, Sr., and wife Catherine Regina O'Guin to William E. Bowman and wife, Cassandra Bowman, as of record in Book 5404, Page 349 Register's Office for Davidson County, Tennessee.

This is improved property at 18th and St. Louis, Nashville, Tennessee.

It is agreed that whatever rights and interests the WIFE has in said two parcels of real estate, whether legal or equitable, be divested out of her and into him.

5. HUSBAND and WIFE own a parcel of real estate located at 4101 Boyd Drive, Nashville, Davidson County, Tennessee described as follows: BOOK 10232 PG 582

> LAND in Davidson County, Tennessee, being Lot No. 252 on the Plan of Haynes Estates Section V, as of record in Book 4300, page 70, Register's Office for Davidson County, Tennessee, described as follows:
>
> BEGINNING at a point in the westerly margin of Boyd Drive at the common dividing line between Lots Nos. 251 and 252 on said plan; thence westerly 125.85 feet to a point thence southerly 108.09 feet to a point in the northerly margin of Fairmeade Drive, thence easterly along the northerly margin of said Fairmeade Drive 85 feet to the beginning of a curve; thence around said curve a distance of 39.27 feet to a point in the westerly margin of Boyd Drive; thence northerly along the westerly margin of Boyd Drive a distance of 84.90 feet to the point of beginning.
>
> BEING the same property conveyed unto Queen E. Bowman (whose legal name is William E. Bowman, and who is one and the same person as William Elie Bowman) by Deed from James E. Russell and wife Louise W. Russell as of Record at Book 5265, page 48, Register's Office for Davidson County, Tennessee. This is improved property located at 4101 Boyd Drive, Nashville, Tennessee 37218.

Said property, which is presently vested in HUSBAND and WIFE, shall be vested solely in WIFE, and whatever rights and interests, equitable or otherwise, the HUSBAND has in said real estate, shall be divested out of him and into her. HUSBAND further agrees to be responsible and pay the mortgage due and owing to Noel and Palmer Mortgage Company as it pertains to this piece of real estate.

If WIFE is forced to pay any part of the mortgage debt, she will be subrogated to the rights of the mortgage holder.

6. HUSBAND owns a parcel of real estate as tenants in common with his brother, Leon Bowman, located at 1913 Delta Avenue, Nashville, Tennessee, described as follows:

> BEING Lot No. 604 on the Plan of North Nashville Real Estate Company's Plan of Lots as of record in Book 21, page 105.

SAID Lot No. 604 fronts 50 feet on the westerly side of Delta Street, formerly Hamburg Street, and runs back between parallel lines, 168 1/2 feet to an alley.

BEING the same property conveyed to Levi Bowman, Jr. (whose legal name is William Elie Bowman, and who is one and the same person as William Elie Bowman) and Leon J. Bowman, by Deed from Kermit Z. Smith and wife, Corean Brown Smith, as of Record at Book 4422, page 678, Register's Office for Davidson County, Tennessee.

This is improved property located at 1913 Delta Avenue, Nashville, Tennessee 37208.

Said property is presently vested in HUSBAND and Leon Bowman as tenants in common and whatever interest HUSBAND has in said property shall be vested in the WIFE, and whatever rights and interests, equitable or otherwise, the HUSBAND has in said real estate, shall be vested out of him and into her.

7. HUSBAND owns a parcel of real estate located at 857 Prince John, Charleston, South Carolina 29407 which is described as follows:

All that lot, piece or parcel of land situated lying and being in the County of Charleston, State of South Carolina, known and designated as Lot 31, Section A, on a plat of the subdivision known as Sherwood Forest made by W. L. Gaillard, Surveyor, dated August 1953, and recorded in the R.M.C. office for Charleston County in plat Book J, page 55; said lot having such size, shape and dimensions as more or less as will be reference to the said plat more fully appear and being bounded as shown on said plat.

Being the same property conveyed to William E. Bowman by deed from Queen E. Bowman dated December 28, 1978 and recorded in Book A118, page 165 in the R.M.C. Office for Charleston County, State of South Carolina.

This is improved property located at 857 Prince John, Charleston, South Carolina 29407.

Said property, which is presently vested in HUSBAND shall be vested solely in HUSBAND, and whatever rights and interests, equitable or otherwise, the WIFE has in said real estate be divested out of her and into him.

8. HUSBAND owns a parcel of real estate located at 1204 Buchanan Street, Nashville, Tennessee described as follows:

Land in Davidson County, Tennessee, being Lot No. 5 in Chas. E. Raymond's Subdivision of Lot 212 in James C. Owens' addition to Nashville, Tennessee, a plan of which subdivision is recorded in Book 57, page 63, Register's Office for said county.

Said Lot fronts 50 ft. on the west side of Buchanan Street and runs back between parallel lines 145 ft. to a 15 foot alley.

Being the same property conveyed to Levi Bowman, (being one and the same person as William E. Bowman) by deed from Marilyn S. Crinel, as of record in Book 4801, page 377, Register of Deeds for Davidson County, Tennessee. This is unimproved property located at 1204 Buchanan Street, Nashville, Tennessee.

Said property, which is presently vested in HUSBAND shall be vested in WIFE, and whatever rights and interest, equitable or otherwise the HUSBAND has in said real estate be vested out of him and into her.

9. Title to a certain 1980 Datsun 200-SX automobile presently vested in HUSBAND, shall be vested in WIFE.

10. Title to a certain 1975 Pontiac Astre automobile, presently vested in WIFE, shall be vested in HUSBAND.

11. All household furniture and furnishings, appliances and other personal property heretofore owned and used by the parties, except the bar, shall be solely vested in WIFE.

12. WIFE shall assume full responsibility for payment of existing balances owing on accounts with Deposit Guranty Visa, account number 4630 0002 4007 8014; First Card Mastercard, account number 5286 0070 6130 0629; Metropolitan Federal Visa, account number 4425 210 602 764; Cain-Sloan credit card; and Castner Knott credit card, WIFE will hold HUSBAND harmless as to any of these indebtedness.

13. The parties hereto agree and acknowledge that this Agreement is entered into by each of them, with full knowledge on the part of each of them, of the extent and probable value of all property and estate of the parties jointly and personally,

and each of the parties hereby forever releases and surrenders all of his or her right, title and interest, marital or otherwise, in and to all of the estate whether real, personal, intangible or mixed, now owed or hereinafter acquired of or by the other party, except as he or she may be bound by the promises and covenants contained in this Agreement.

14. The parties agree that this Agreement, subject to Court approval, shall be incorporated in and made a part of any decree of divorce which may be entered hereafter.

IN WITNESS WHEREOF, the parties hereto set their signatures on the _____ day of _____, 1987.

/s/ WILLIAM ELIE BOWMAN
HUSBAND

/s/ CASSANDRA J. BOWMAN
WIFE

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, WILLIAM ELIE BOWMAN, a/k/a William E. Bowman, a/k/a Queen E. Bowman, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this the 25 day of August, 1987.

/s/ LAWRENCE WILSON
NOTARY PUBLIC

My Commission Expires: 1-10-89

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

BOOK 10232 PG 586

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, CASSANDRA JEAN BOWMAN, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this the 9th day of September, 1987.

/s/ HERMAN O. LOEWENSTEIN
NOTARY PUBLIC

My Commission Expires: 7-9-89

It is ORDERED, ADJUDGED and DECREED that all provisions of said Property Settlement and Custody Agreement are hereby approved and made the judgment of this Court.

The final costs of this cause will be paid by the Defendant, for which execution may issue if necessary.

This the 11 day of January, 1988.

JAMES R. EVERETT, JR., JUDGE

APPROVED FOR ENTRY:

Herman O. Loewenstein

HERMAN O. LOEWENSTEIN
Attorney for Plaintiff
1200 Third National Bank Bldg.
Nashville, TN 37219
Phone: (615)256-2642

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree of Absolute Divorce has been sent by United States Mail, postage prepaid, to the Defendant's attorney, Lawrence D. Wilson, 2400 Crestmoor Road, Nashville, Tennessee, 37215, this the 11th day of January, 1988.

Herman O. Loewenstein

HERMAN O. LOEWENSTEIN

STATE OF TENNESSEE

BOOK 10232 PG 587

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 PROBATE Circuit Court for Davidson County, Tennessee, on the 15 day of JANUARY , 19 88 , in the Case Number 87D3143 between BOWMAN, CASSANDRA JEAN Plaintiff, and BOWMAN, WILLIAM ELIE Defendant, as same remains of record in Book 040A , Page 00465 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 22 day of OCTOBER in the year one thousand nine hundred and ninety-six and in the 221st year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL