IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DOROTHY LEE THOMAS	)	
	)	
V.	)	NO. 81D-663
	)	
FRED WALTER THOMAS.	)	
	)	
	)	

BOOK 11675 PAGE 275

FINAL DECREE

This cause came on to be heard on the 24th day of January, 1983, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the Plaintiff's petition for an absolute divorce, the answer and counter-complaint of the Defendant having been withdrawn by leave of Court, the property settlement agreement signed by both parties, the testimony of the Plaintiff in open Court, the statement of counsel, and upon the entire record, from all of which it is found by the Court that the allegations of irreconcilable differences are sustained by the proof and that the Plaintiff is entitled to an absolute divorce.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED by the Court that the Plaintiff is hereby awarded an absolute divorce from the Defendant and restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of the minor child of the marriage and for the equitable settlement of any property rights between themselves. The property settlement agreement heretofore entered into by the parties is hereby approved and made a part of this decree as follows:

PICK-UP
0639395
REFERENCE
99 SEP 24 PM 4:20
REGISTER
DAVIDSON COUNTY, TN.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DOROTHY LEE THOMAS,)
)
V.) NO. 81D-663
)
FRED WALTER THOMAS.)
)

BOOK 11675 PAGE 276

PROPERTY SETTLEMENT AGREEMENT

This Agreement is made between DOROTHY LEE THOMAS, hereinafter called "Wife," and FRED WALTER THOMAS, hereinafter called "Husband."

WITNESSETH:

WHEREAS, these parties have been married since April 1, 1966, and there has been born of this union one minor child, namely Clintonia Bezetter Thomas, born May 5, 1966; and,

WHEREAS, certain differences and difficulties have arisen between the parties and a divorce action in which irreconcilable differences is alleged as a ground has been instituted in the Fourth Circuit Court of Davidson County, Tennessee, and they have no expectation of resuming their marital relationship; and,

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. CUSTODY. Wife shall have and retain sole care, custody and control of the minor child of the parties, Clintonia Bezetter Thomas.

2. VISITATION. Husband shall have the rights of visitation with said minor child at all reasonable times and places upon reasonable notice to Wife. Said visitation

is for the benefit of said minor child.

3. CHILD SUPPORT. It is agreed that Husband shall pay directly to Wife as child support $80.00 per month, beginning immediately.

4. ALIMONY. Husband shall pay to Wife as alimony in solido the sum of $15,000, beginning in April, 1984 and continuing at the rate of $100.00 per month until the entire amount is paid in full to Wife. Husband shall maintain all right, title and interest to the home of the parties located at 1206 Litton Avenue, Nashville, Tennessee with the sum owing to Wife as alimony in solido representing a lien against said property until paid in full.

5. PERSONAL PROPERTY. The parties have heretofore divided their personal property between themselves. All furniture, furnishings and personal effects presently in the possession of Wife shall be her sole and separate property. All furniture, furnishings and personal effects in the possession of Husband shall be his sole and separate property.

6. DEBTS. It is agreed that the parties shall be responsible for the payment of any debts or charges which are presently listed in his or her name. Each party agrees to indemnify and hold the other harmless from any liability resulting from the failure to pay said debts when due.

7. COURT COSTS. Husband and Wife shall each pay one-half of the Court costs incurred as a result of this pending action for absolute divorce.

8. The parties desire that this Agreement be incorporated as a part of any final decree of divorce that may hereafter be entered in the Fourth Circuit Court of Davidson County, Tennessee, or in any other Court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

9. This Agreement constitutes the entire understanding

of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those expressly herein set forth.

10. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. The parties hereto have been represented by their respective attorneys in connection with the negotiation and preparation of this Agreement. Each party acknowledges that they have read this Agreement, that it is fair and equitable and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

WITNESS our hands on the day and date written below.

Dorothy L Thomas
DOROTHY LEE THOMAS

Dated: 1/6/83

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)
)

Sworn to and subscribed before me this 6th day of January, 1983.

Melanie J. Garrison
NOTARY PUBLIC

My Commission Expires: 1-22-84

Fred Walter Thomas
FRED WALTER THOMAS

Dated: 12-22-82

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)
)

Sworn to and subscribed before me this 22nd day of December, 1982.

Pam L Hazlwood
NOTARY PUBLIC

My Commission Expires: 1-22-84

ENTER this 24th day of January, 1983.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

WILLIAM B. BRUCE
Attorney for Plaintiff
1610 Parkway Towers
Nashville, TN 37219
615-244-5432

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Final Decree has been mailed to Mr. Jack A. Butler, Attorney for Defendant, 12th Floor, First American Center, Nashville, TN 37238, this 24th day of January, 1983.

WILLIAM B. BRUCE

2232 09/24 0101 01CASH 26.00

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 28 day of JANUARY , 19 83 , in the Case Number 81D663 between THOMAS, DOROTHY LEE Plaintiff, and THOMAS, FRED WALTER Defendant,

BOOK 11675 PAGE 280

as same remains of record in Vol. 128B , Page 01734 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 24 day of SEPTEMBER in the year one thousand nine hundred and ninety-nine and in the 224th year of American Independence.

RICHARD R. ROOKER, Clerk,

SEAL

By Terry Campion
Deputy Clerk