SUE NEATHERY PERMENTER CLARK	)	IN THE FOURTH CIRCUIT COURT
	(	
	)	
VS. NO. 61914	(	FOR
	)	
	(	
FRED CARROLL CLARK	)	DAVIDSON COUNTY, TENNESSEE

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on November 16, 1971, before the Honorable Benson Trimble, Judge, holding the Fourth Circuit Court for Davidson County, Tennessee, at Nashville, upon complainant's Complaint for Absolute Divorce, answer of defendant thereto, personal service of process having been had on said defendant, testimony of the complainant and her two corroborating witnesses who were heard in open Court, statement of counsel and the entire record; whereupon, the Court found that the defendant had abandoned the complainant, turned her out of doors, and refused or neglected to provide for her; and that the complainant, therefore, was entitled to an absolute divorce from the defendant; wherefore,

IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the parties be, and they are hereby, forever and perpetually dissolved; and that the complainant, Sue Neathery Permenter Clark, be, and she is hereby, granted an absolute divorce from the defendant and restored to all of the rights and privileges of an unmarried person.

And it further appearing to the satisfaction of the Court that complainant and defendant have executed a Property Settlement and Custody Agreement, which is in words and figures as follows:

"PROPERTY SETTLEMENT AND CUSTODY AGREEMENT

This contract made and entered into on this 15th day of November, 1971, by and between SUE NEATHERY PERMENTER CLARK, hereinafter called COMPLAINANT, and FRED CARROLL CLARK, hereinafter called DEFENDANT, both of whom are legal residents of Nashville, Davidson County, Tennessee.

W I T N E S S E T H:

BILL GARRETT, Davidson County
Trans:T20150090800 DEEDDIV
Recvd: 10/26/15 10:46 6 pgs
Fees:32.00 Taxes:0.00
20151026-0108449

WHEREAS, the COMPLAINANT and DEFENDANT are wife and husband, respectively; and

WHEREAS, COMPLAINANT has filed a Complaint for Absolute Divorce and the DEFENDANT has filed an answer thereto in a certain proceeding under the style of Sue Neathery Permenter Clark vs. Fred Carroll Clark, File No. 61914, in the Fourth Circuit Court for Davidson County, Tennessee, at Nashville; and

WHEREAS, the COMPLAINANT and DEFENDANT, through their respective solicitors, have agreed upon a property settlement, resolving insofar as it is proper for them to do so a fair and equitable division of their property, custody of and support for their two minor children and they do desire to reduce said Property Settlement and Custody Agreement to writing, with the understanding that it will be presented for approval to the Court having jurisdiction of the parties' divorce action at the time of a final hearing thereof;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the promises and agreements hereinafter set forth, the parties hereto agree as follows:

1. COMPLAINANT and DEFENDANT are presently the owners as tenants by the entireties of certain improved real estate, located in Nashville, Davidson County, Tennessee, briefly described as 1705 Bonner Avenue, and which is more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 35 on the Plan of Green Hills Subdivision, Section II, as of record in Book 547, page 139, Register's Office for said County.

Said Lot No. 35 fronts 75 feet on the southerly side of Bonner Avenue, and runs back between parallel lines 150 feet to a dead line.

Being part of the property conveyed to James M. Durrett and wife, Janie D. Durrett, by deed from Russell J. Potts and wife, et al, as of record in Book 1286, page 92, said Register's Office, and the said Janie D. Durrett having since died.

COMPLAINANT and DEFENDANT do hereby agree that upon the approval of this Agreement, all right, title and interest of said DEFENDANT in and to the above described improved real estate shall be divested out of him and vested absolutely in COMPLAINANT, SUE NEATHERY PERMENTER CLARK, also known as Sue N. Clark, the said COMPLAINANT to hold absolute title thereto so long as she remains unmarried and uses said property for a residence; however, in the event the said COMPLAINANT elects to sell said property she hereby agrees that DEFENDANT shall be entitled to Two Thousand ($2,000.00) Dollars out of the net proceeds from said sale. COMPLAINANT and DEFENDANT further agree that in the event COMPLAINANT remarries, she shall forthwith do any and all necessary acts to effectuate a sale of said property, and upon same being sold she does hereby agree that the DEFENDANT shall be paid Two Thousand ($2,000.00) Dollars from the net proceeds of said sale. In the event of a sale upon COMPLAINANT'S remarriage or election to sell, she shall, in either event, retain all proceeds other than the Two Thousand ($2,000.00) Dollars which is payable to DEFENDANT as outlined hereinabove.

2. DEFENDANT, commencing in December 1971, and continuing monthly thereafter until further orders of this Court, agrees to pay to COMPLAINANT the sum of One Hundred Fifty ($150.00) Dollars per month for the support and maintenance of the two minor children born of this union, namely, Carroll Clark and Kelly Clark, said payments to be made to COMPLAINANT between the first and fifth day of each month.

COMPLAINANT and DEFENDANT do hereby agree that COMPLAINANT shall henceforth be entitled to take one of said minor children as a dependent and thus exemption for U.S. Income Tax purposes and further that DEFENDANT may take one of said two children for a similar purpose.

3. DEFENDANT does hereby agree to maintain in full force and effect a certain policy of life insurance issued by Provident Life Insurance Company on the life of DEFENDANT in the face amount of Ten Thousand Five Hundred ($10,500.00) Dollars, with the COMPLAINANT to remain as the primary beneficiary thereof so long as she remains unmarried. DEFENDANT does agree to make all premium payments on said life insurance policy, and he does hereby agree to give suitable and proper evidence of maintaining said policy upon request by COMPLAINANT.

4. COMPLAINANT and DEFENDANT acknowledge that COMPLAINANT is the owner of a certain 1969 Dodge automobile, which she shall continue to own free and clear of any claim thereto by DEFENDANT.

5. COMPLAINANT and DEFENDANT agree that COMPLAINANT is to have all household goods and furnishings located in the residence of the parties at 1705 Bonner Avenue, Nashville, Davidson County, Tennessee, free and clear from any claim thereto by DEFENDANT, said household goods and furnishings to be considered as alimony in solido for COMPLAINANT. DEFENDANT is to have all of his personal effects, including clothing, which COMPLAINANT agrees to turn over to DEFENDANT upon the approval of this Agreement, or at a time agreeable to the parties.

6. COMPLAINANT and DEFENDANT agree that COMPLAINANT is to have the exclusive care, custody and control of the parties' minor children, namely, Carroll Clark and Kelly Clark, with the right in DEFENDANT to visit said children at reasonable times and places.

7. DEFENDANT agrees to maintain and to continue in full force and effect medical and hospitalization insurance for the use and benefit of the parties' two minor children, and he does further agree to make all premium payments on said insurance and to give suitable and proper evidence of maintaining such policy upon request by COMPLAINANT.

8. As partial alimony in solido, DEFENDANT agrees to pay to Tom H. Proctor, Jr., solicitor for COMPLAINANT, the sum of $300.00 as an attorney's fee for legal services rendered to COMPLAINANT. Said amount shall be in addition to the sum of One Hundred ($100.00 Dollars, which was previously awarded to the said Tom H. Proctor, Jr as an attorney's fee, pendente lite, on which said DEFENDANT has paid the sum of Eighty Five ($85.00) Dollars to date. DEFENDANT agrees to pay not only said final attorney's fee in the sum of $300.00, but also the balance on said attorney's fee, pendente lite in the amount of Fifteen ($15.00) Dollars.

9. DEFENDANT agrees to pay the costs of this cause.

IN WITNESS WHEREOF, the parties hereto have set their hands at Nashville, Davidson County, Tennessee, on the day and date above set forth.

s/ Sue Neathery Permenter Clark
SUE NEATHERY PERMENTER CLARK

s/ Tom H. Proctor, Jr.
Witness to signature of Sue Neathery Permenter Clark

s/ Fred Carroll Clark
FRED CARROLL CLARK

s/ Mary B. Cooper
Witness to signature of Fred Carroll Clark"

and that said agreement is in all things proper and should be approved; wherefore,

IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED that the hereinabove set forth Property Settlement and Custody Agreement be, and it is hereby, approved in its entirety and made the judgment of this Court in the same manner as if each and every item therein were separately adjudicated herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, in particular, that all right, title and interest of the defendant, Fred Carroll Clark, in and to the following described property:

> Land in Davidson County, Tennessee, being Lot No. 35 on the Plan of Green Hills Subdivision, Section II, as of record in Book 547, page 139, Register's Office for said County.
>
> Said Lot No. 35 fronts 75 feet on the southerly side of Bonner Avenue, and runs back between parallel lines 150 feet to a dead line.
>
> Being part of the property conveyed to James M. Durrett and wife, Janie D. Durrett, by deed from Russell J. Potts and wife, et al, as of record in Book 1286, page 92, said Register's Office, and the said Janie D. Durrett having since died.

be, and the same is hereby, divested out of him and vested absolutely in fee simple in the complainant, Sue Neathery Permenter Clark, also known as Sue N. Clark, this award being alimony in solido, subject to the conditions as more fully set forth hereinabove in said Property Settlement and Custody Agreement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant, Fred Carroll Clark, shall pay to Tom H. Proctor, Jr., the sum of Three Hundred ($300.00) Dollars, as an attorney's fee, said amount to be in addition to the attorney's fee, pendente lite, which was awarded by a prior decree of this Court to the said Tom H. Proctor, Jr., on which pendente lite fee there remains a balance due and unpaid of Fifteen ($15.00) Dollars, for all of which judgment is herewith given in the total amount of Three Hundred Fifteen ($315.00) Dollars, for which execution may issue if necessary.

And it further appearing to the satisfaction of the Court that the injunction which was heretofore issued in this cause should, in part, be made permanent; wherefore,

IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED that the defendant, Fred Carroll Clark, be, and he hereby is, permanently enjoined from coming about the complainant and the children of the parties, for the purpose of harassing, bothering, or doing any other act of a nature calculated to harass complainant or said children, either mentally, emotionally, or physically.

The defendant will pay the costs of this cause for which execution may issue if necessary.

JUDGE

11-22-71

APPROVED FOR ENTRY:

Tom H. Proctor, Jr.

TOM H. PROCTOR, JR., SOLICITOR
FOR COMPLAINANT

Charles H. Warfield

CHARLES H. WARFIELD, SOLICITOR
FOR DEFENDANT

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 22 day of NOVEMBER, 1971, in Docket Number 61914 between CLARK, SUE N, Plaintiff, and CLARK, FRED C, Defendant, as same remains of record in 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 14 day of OCTOBER in the year two thousand fifteen and in the 239th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: R Thomas
Deputy Clerk

[SEAL]

