IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE, NASHVILLE

Map. 21 P. 26
Map. 29 P. 326
Lot

DONNA MARGARET BEGLEY

VS.

DOCKET NO. 62765

JASPER THOMAS BEGLEY

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DECREE

This cause came on to be heard this 8th day of September, 1971, before the Honorable Jack Butler, Special Judge, holding the Fourth Circuit Court for Davidson County, Tennessee, upon the original bill of complaint, personal service having been had upon the defendant, pro confesso heretofore entered, testimony of witnesses in open Court, from all of which it appears to the Court that the allegations contained in the original complaint are true, namely, that the defendant has been guilty of such cruel and inhuman treatment or conduct towards the plaintiff so as to render cohabitation unsafe and improper.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore subsisting between the plaintiff and the defendant be, and the same hereby are dissolved and for nothing held; and that the plaintiff, Donna Margaret Begley, be, and she hereby is granted 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 Separation Agreement entered into by and between the parties to this cause, executed by them and witnessed, be, and the same hereby is made a part of this decree and approved by the Court, said Separation Agreement being as follows:

THIS AGREEMENT made and entered into by and between DONNA MARGARET BEGLEY, hereinafter called the Wife, and JASPER THOMAS

BEGLEY, hereinafter called the Husband,

WITNESSETH:

WHEREAS, the parties to this agreement are husband and wife, and have been experiencing marital difficulties, resulting in the parties living apart and separate, and the wife contemplating filing a complaint for absolute divorce against the husband, and the husband not desiring to contest nor answer same; and

WHEREAS, neither party to this agreement desires to live together, but the parties desiring to amicably settle all matters relative to the respective property rights of the parties; and

WHEREAS, the parties are familiar with each other's property holdings, financial condition, net personal worth, and with each other's income and sources of income;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. That the wife, if the Court deems proof sufficient, will secure an absolute divorce from the husband, there having been no children born as a result of this union.

2. That the property located at 4049 Grayspoint Road, Joelton, Tennessee, will be deeded to the wife for her sole and separate use as alimony, in solido, together with her division of the furniture and fixtures in said house, and the wife will assume the unpaid balance of the mortgage on said property.

3. That all the household furnishings and fixtures located in the house at 4049 Grayspoint Road, Joelton, Tennessee, will be divided equally between the parties hereto, a division of said property having been agreed upon.

4. That a lot on Marrowbone Lake, Joelton, Tennessee, said property being paid for, will vest in absolute fee simple in the wife, Donna Margaret Begley, and all necessary papers and deeds to that end will be executed by the husband.

5. That the wife will continue to own a Volkswagen automobile, which is titled in her name, and mortgaged to the Credit Union at the Methodist Publishing House; and that two automobiles, namely, a 1961 Ford Galaxie, and a racing car, together with one motorcycle, and two car racing engines, titled in the husband's name, will remain his absolutely, with no claim to same being made by the wife.

6. That the husband will receive all of his tools and car equipment which he uses in his employment.

7. That all the linen and china which the parties to this cause have accumulated has been amicably and agreeably divided between the parties, each to retain his or her part, as the case may be.

8. That the wife will be awarded one (1) Jap 65 rifle and one (1) Remington 22 rifle; and the husband will be awarded

one (1) 22 Mangnum rifle, one (1) 222 rifle, one (1) 45 Automatic pistol, and one (1) 38 Smith & Wesson Special pistol.

This agreement is made and intended between the parties hereto as a property settlement agreement, covering the matter of all property rights which each now has, or might have, against the other by virtue of their marital status; and this agreement is to be a full, final and complete release of each party, one unto the other, of any and all claims of whatsoever nature which each party may now have, or may hereafter have, in and to the property or properties of the other as a result of their marital status. As heretofore stated, all property matters set out in the body of this Separation Agreement, including the division of property, represents a full and complete settlement as a result of the parties' marital status.

This agreement is made of the parties own free will and accord, without any collusion between the parties, for the sole purpose of settling their property rights for all times.

IN WITNESS WHEREOF, the parties have hereunto signed their names to this agreement this 16 day of July, 1971, in Nashville, Davidson County, Tennessee.

WIFE:

/s/ Donna Margaret Begley
Donna Margaret Begley

HUSBAND:

/s/ Jasper Thomas Begley
Jasper Thomas Begley

WITNESSES:

/s/ Sherry M. Etheridge

Methodist Publishing House

Therefore, in accordance with said Separation Agreement, it is further ORDERED, ADJUDGED and DECREED by the Court that all right, title and interest which the defendant may have in and to the real property located at 4049 Grayspoint Road, Joelton, Tennessee, be divested out of him and vested in the plaintiff, DONNA MARGARET BEGLEY, for her sole and separate use, subject to the mortgage thereon. Said real property is described as follows:

Land in the 14th Civil District of Davidson County, Tennessee, and being more particularly described as follows:

Beginning in the south margin of Gray's Point Road, 556 feet easterly from Kraft Drive, and running thence with said margin, S 81° 45' E 112 feet to a curve; and with an 8° 17' curve, 22 feet to an iron pin; thence radially 328 feet to John Aita's line; thence with Aita's line, N 87° W 125' to an iron pin; thence N 8° 15' E 338 feet to the beginning, and containing 1.0 acres.

Being the same property conveyed to Jasper T. Begley and wife, Donna M. Begley, by deed from Bernard Williams and wife, Jane M. Williams, of record in Book 4360, page 287, Register's Office for Davidson County, Tennessee.

It is further ORDERED, ADJUDGED and DECREED by the Court that all right, title and interest which the defendant may have in and to real property hereinafter described be divested out of him and vested in the plaintiff, DONNA MARGARET BEGLEY, for her sole and separate use. Said property is described as follows:

Land in Davidson County, Tennessee, being Lot No. 29 on the Plan of Marrowbone Lake Sites Unit No. 1, as of record in Book 974, page 40, Register's Office for said County.

Said Lot No. 29 fronts 74.5 feet on the southwesterly side of Lake Shore Drive and runs back 281.5 feet on the northerly line and 322.5 feet on the southerly line, to a dead line, measuring 90 feet thereon.

Being the same property conveyed to Jasper T. Begley and wife, Donna M. Begley, by deed from George R. Duffel and wife, Minnie Bell Duffel, of record in Book 4203, page 58, Register's Office for Davidson County, Tennessee.

It is further the finding of the Court that the defendant shall be responsible for and pay all charges on the Supercard and Master Charge accounts, together with the account at Sears, Roebuck & Company, all said accounts being in his name and for his benefit; and further, that the plaintiff shall be responsible for the repayment of the monies borrowed from her mother for the benefit of the parties, together with the loan currently outstanding with the Credit Union of the Methodist Publishing House, and each party shall hold the other harmless from the payment of said accounts and loans, and it is

accordingly so ORDERED, ADJUDGED and DECREED.

Defendant will pay the costs of this cause, for which execution will issue, if necessary.

S/ Jack Butler
SPECIAL JUDGE

APPROVED FOR ENTRY:

J. Victor Barr Jr.
J. VICTOR BARR, JR., Attorney
for the Plaintiff
2416 Hillsboro Road
Nashville, Tennessee 37212

CERTIFICATION

I, the undersigned, hereby certify that a copy of this Decree has been mailed to the defendant, Jasper Thomas Begley, 4049 Grayspoint Road, Joelton, Tennessee, his last known address.

DATED this 8th day of September, 1971.

J. Victor Barr Jr.
J. VICTOR BARR, JR., Attorney
2416 Hillsboro Road
Nashville, Tennessee 37212

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IDENTIF. REFERENCE

OCT 13 1 44 PH '71

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

OCT 13F MISC A* 12.00 * 12.00

Mail: Donna Begley
4049 Grays Point Rd
Joelton, Tenn 37080

TNB 72A-296 #62765 9-10-71

STATE OF TENNESSEE

I, GEORGE L. ROOKER, Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a ~~correct~~ True Copy ~~transcript~~ of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between Donna Margaret Begley Plaintiff, and Jasper Thomas Begley Defendant, as same remain of record in said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 13 day of October in the year one thousand nine hundred and 71 and in the 196 year of American Independence.

GEORGE L. ROOKER, Clerk.

By Nancy Eyer, D. C.