MAP NO. PARCEL NO.

11-5-73

103-13 — 52

128 — 76

143 — 22

143 — 23

848/583

CATHERINE LEE BEASLEY) IN THE FOURTH CIRCUIT COURT

VS. FILE NO. 68972)

JOHN C. BEASLEY) DAVIDSON COUNTY, TENNESSEE

BOOK 4770 PAGE 132

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on this and former days of the term, especially on October 15, 1973, at which time this cause was sounded on the docket of the Court, before the Honorable Benson Trimble, Judge, holding the Fourth Circuit Court of Davidson County, Tennessee, at Nashville, upon Petition for Absolute Divorce, answer of defendant, interrogatories of the plaintiff, Catherine Lee Beasley, and her witnesses, the approval of the Court having been given for this matter to be heard by interrogatories, statement of counsel and the entire record; and it appearing to the satisfaction of the Court on statement of counsel that the defendant, John C. Beasley, did not desire to contest the action of plaintiff, that the proof offered in the form of interrogatories sufficiently sustains the allegations set forth in said Petition, that the defendant has been guilty of such cruel and inhuman treatment or conduct towards the plaintiff as to render further cohabitation unsafe and improper and that said plaintiff should be awarded 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, perpetually and forever dissolved; that the plaintiff, Catherine Lee Beasley, be, and she is hereby, awarded an absolute divorce from the defendant, John C. Beasley; and that said plaintiff be, and she hereby is, restored to all of the rights and privileges of a single person.

And it further appearing to the satisfaction of the Court upon statement of counsel that the parties have agreed to a settlement of property and custody matters, including visitation privileges; and the Court being satisfied that said agreement in its entirety is satisfactory and, therefore, should be approved, wherefore, it is, accordingly, ORDERED, ADJUDGED and DECREED as follows:

1. That all right, title and interest of John C. Beasley in and to the following described improved real estate in Davidson County, Tennessee:

Being lot No. 117 on the Plan of Hillwood Estates, Section 7, as of record in book 2133, page 90, Register's Office for said County.
Said lot No. 117 fronts 215 feet on the easterly side of West Hillwood Drive and extends back 317.6 feet on the northerly line and 408.2 feet on the southerly line to a dead line, measuring 146 feet thereon.
Being part of the property conveyed to H. G. Hill Realty Company by deed from Mamie W. Hill and husband, of record in book 1058, page 155, said Register's Office, and also being property conveyed to John C. Beasley and wife, Catharine Farris Beasley, by H. G. Hill Realty Company by deed of record in book 2279, page 495, said Register's Office.

be, and the same is hereby, divested out of him and all right, title and interest therein be, and the same is hereby, vested in the said Catherine Lee (Farris) Beasley in fee simple absolute, to the end that she will have absolute and undisputed title thereto as her sole and separate property, free of any claim thereon by the said John C. Beasley; and that as an adjustment of the property rights between the parties any liability which the said John C. Beasley may have to the said Catherine F. Beasley on a certain Fifty Thousand ($50,000.00) Dollar loan which was made to the said John C. Beasley by the said Catherine Lee Farris Beasley be, and the same is hereby, cancelled, voided and held for nothing.

2. That all right, title and interest which the said Catherine Lee Beasley has in and to the following real estate in Davidson County, Tennessee, said land being legally described as follows:

Being part of Tract No. 1 on the map showing division of the lands owned by Felix Page, of record in book 843, page 35, Register's Office for said County, and part of lot No. 1 on the map of Devon Farm, for said County, Estate of E. D. Hicks, of record in book 547, pages 193 and 194, said Register's Office, described according to a survey made by George W. Watkins, Surveyor, August 23, 1960, as follows:
Beginning at an iron pin in the northerly line of the property conveyed to the Nashville, Chattanooga and St. Louis Railway by deed from Horace R. Page and wife, of record in book 1318, page 284, said Register's Office, at the most southerly southwest corner of the property conveyed to Marable Mayo and wife, by deed from the Broadway National Bank and Lillian Lawrence Page, of record in book 3134, page 136, said Register's Office; thence with said Mayo's westerly line along a staked line, north 1° west 1011 feet to an iron pin at an inner corner of said Mayo's property; thence with said Mayo's southerly line along a staked and marked line and extending across the line between said Tract No. 1 and said lot No. 1, south 89° west 820 feet to an iron pin in the easterly line of the E. D. Hicks, IV, property also being the westerly line of the property conveyed to H. R. Page by deed from E. D. Hicks, IV and wife, of record in book 1682, page 271, said Register's Office; thence with said Hicks' easterly line along a fence, south 1° 30' west 1175 feet to an iron pin in the northerly line of the property conveyed to the N. C. and St. L. R. R. by deed from G. D. Hicks, of record in book 1291, page 565, said Register's Office; thence with the northerly line

of said Railroad property, passing the line between said Tract No. 1 and said Lot No. 1, north 78° 45' east 876.5 feet to the beginning, containing 21 acres, more or less.
Grantors further convey a 20-foot easement for right-of-way from Highway 100 across the property conveyed to the City of Nashville, by Horace R. Page and wife, by deed of record in book 1562, page 237, Register's Office for Davidson County, Tennessee, and across the right-of-way of the Chattanooga and St. Louis Railway Company to the southerly boundary of the premises. Said easement is intended to be that 20 foot right-of-way now existing and which has been used by the occupants of the house on said premises.
Said property was conveyed to Karl E. Haury and Reese L. Smith, Jr. by deed from Broadway National Bank of record in book 3136, page 122, Register's Office for said County, and said property was conveyed to John Coode Beasley and wife, Katherine Lee Beasley, by deed from Karl E. Haury and Reese L. Smith, Jr. by Warranty Deed which is of record in book 3224, page 471, said Register's Office.

and

Land in the 9th Civil District of Davidson County, Tennessee, being part of Tract No. 1 on the map showing division of the lands owned by Felix Page, of record in book 843, page 35, Register's Office for said County, and part of lot No. 1 on the map of Devon Farm, Estate of E. D. Hicks, of record in book 547, pages 193 and 194, said Register's Office, described according to a survey made by George W. Watkins, Surveyor, August 23, 1960, as follows:
Beginning at an iron pin in the line between Tracts Nos. 1 and 3 on said map of the division of the Felix Page lands, at the northeast corner of the property conveyed to the Nashville, Chattanooga and St. Louis Railway by deed from Horace R. Page and wife, of record in book 1318, page 284, said Register's Office, said iron pin also being located in the westerly line of the property conveyed to Mrs. Mary Page Oakley by deed from Felix G. Page, of record in book 866, page 682, said Register's Office; thence with the northerly line of said Railroad property, south 78° 45' west 254 feet to an iron pin; thence with a staked line, north 1° west 1011 feet to an iron pin lying 250 feet westerly from said line between Tracts Nos. 1 and 3; thence with a staked and marked line and extending across the line between said Tract No. 1 and said lot No. 1, south 89° west 820 feet to an iron pin in the easterly line of the E. D. Hicks, IV, property conveyed to H. R. Page by deed from E. D. Hicks, IV, and wife, of record in book 1682, page 271, said Register's Office; thence with said Hicks' easterly line, north 1° 30' east 480 feet to a point; thence with the same, north 2° east 1204 feet to a fence along Harvey Wells' southerly line, also being the northerly line of said lot No. 1; thence with said fence along Wells' southerly line and the northerly line of said lot No. 1, south 60° 30' east 126 feet to the westerly line of said Tract No. 1; thence with a fence along said Wells' easterly line and the westerly line of said Tract No. 1, north 2° east 755 feet to a post at the northwest corner of said Tract No. 1, said post also being in the southerly line of the H. G. Hill property; thence with a downed fence along H. G. Hill's southerly line and the northerly line of said Tract No. 1, south 87° east 851 feet to an iron pin and a marked tree at the common north corner of said Tracts Nos. 1 and 3, also being the northwest corner of said Oakley's property; thence with a downed fence and continuing with a fence along the line between said Tracts Nos. 1 and 3, also being said Oakley's westerly line, south 1° east 3280 feet to the beginning, containing 58.58 acres.
Being the same real property conveyed to Marable Mayo and wife, Dorothy Page Mayo, by deed from Horace R. Page and wife, dated August 31, 1960, filed September 2, 1960, and recorded in book 3128, page 505, and by deed of correction of record in book 3134,

page 136, Register's Office for said County, and also the same real property conveyed to John Coode Beasley and wife, Catherine Lee Beasley, by Warranty Deed which is of record in book 3221, page 232, said Register's Office.

AND

Land in the 9th Civil District of Davidson County, Tennessee, described according to a survey made by Geo. W. Watkins, Surveyor, November 24, 1961, as follows:
Beginning at a point in the center of Hicks Road at the intersection of said center line and the northerly margin of an old road, said point being also south 76 degrees 40' west 50.5 feet from the southwest corner of the property conveyed to Davidson County Board of Education, of record in book 2742, page 217, Register's Office for said County; thence with the center of said Hicks Road around a curve, southerly 928 feet; thence north 74 degrees east 32 feet to an old beech snag, also a point in the western boundary line of the Horn property; thence with the same, north 1 degree 45' east 745 feet, and continuing with said Horn's property, south 89 degrees 30' east 1230 feet to an iron pin; thence with the western boundary line of the Horn and Hows' property, north 3 degrees 30' east 2350 feet to the westerly margin of Old Hickory Boulevard; thence north 3 degrees 30' east 164 feet to the center of Old Hickory Boulevard, and continuing in the same direction crossing the easterly margin of Old Hickory Boulevard, in all 378 feet; thence north 86 degrees 30' west crossing Old Hickory Boulevard, in all 1120 feet to a post; thence south 15 degrees 30' west, crossing an old road, in all 504 feet; thence north 86 degrees west 264 feet to a point in the eastern boundary line of the Smith property; thence with the same, south 1 degree 35' west 1735 feet to the northwest corner of said Davidson County Board of Education property; thence with said Board of Education's northern boundary line, south 78 degrees 20' east 386 feet to a concrete monument, said Board of Education's northeast corner; thence with said Board of Education's eastern boundary line, south 21 degrees 15' west 462 feet to said Board of Educations southeast corner; thence with said Board of Education's southern boundary line south 76 degrees 40' west 290 feet and continuing in the same direction 50.5 feet, in all 340.5 feet to the beginning, containing 98.02 acres, more or less.
Said property was devised to Thomas A. Baugh by will of Tabitha A. Demoss, deceased, of record in Will Book 43, page 81, County Court for said County, said property was conveyed by Warranty Deed to John C. Beasley and wife, Catharine F. Beasley, said deed being of record in book 3314, page 191, said Register's Office.

be, and the same is hereby, divested out of the said Catherine Lee Beasley (also referred to as Catharine Farris Bealsey, Katherine Lee Beasley, and Catharine F. Beasley) and all right, title and interest in and to the above described property be, and the same is hereby, vested absolutely and in fee simple absolute in John C. Beasley as his sole and separate property free and clear from any claim thereon by the said Catherine L. Beasley; and that this divestiture and investituture of title is for the purpose of adjusting the parties' property rights.

3. That all household goods, furnishings and other furniture which are located in the former residence of the parties located at 6107 Hickory Valley Road, Nashville, Tennessee, said property being more specifically de-

scribed in Item One hereinabove, shall henceforth be the sole and separate property of the said Catherine Lee Beasley, free and clear from any claim thereon by the said John C. Beasley, with the exception of the personal effects, clothing and certain items of furniture which shall become the sole property of the said John C. Beasley, free from any claim thereon by Catherine Lee Beasley; and the said John C. Beasley is hereby granted authority to remove his personal effects, clothing and furniture from said residence within a reasonable time following the entry of this Decree.

4. That the said John C. Beasley be, and he hereby is, relieved from paying any alimony in futuro to the said Catherine Lee Beasley and he further is relieved from the payment of any alimony in solido except as provided in this Decree; and that upon the entry hereof, the said Catherine Lee Beasley shall have no further claim for homestead, dower, widow's rights or any other claim, except as provided herein, against the said John C. Beasley;

5. That the said John C. Beasley be, and he hereby is, ordered forthwith to do any and all acts necessary to effectuate the transfer of title out of himself and to the said Catherine Lee Beasley, of three automobiles which presently are in the possession of the said Catherine L. Beasley and which are to be considered her sole and separate property free from any claim thereon by the said John C. Beasley;

6. That all attorney's fees for plaintiff's solicitor be, and they are hereby, declared to be the responsibility of the said Catherine Lee Beasley;

7. That effective for the month of November, 1973, and continuing until the minor son of the parties attains the age of eighteen years, John C. Beasley shall pay to Catherine Lee Beasley the monthly sum of Two Hundred ($200.00) Dollars as support and maintenance for said child, the said John C. Beasley having acknowledged that he will do all within his ecomomic means as a moral commitment to furnish such sums as he is able for the support and maintenance of said son when he attains the age of eighteen as well as for the other children of the parties who are presently over the age of eighteen years;

8. That the said Catherine Lee Beasley will do any and all necessa acts to eliminate the name of John C. Beasley from a certain joint bank

account which is maintained at the Third National Bank in Nashville, Tennessee, and she will further cease using the name of the said John C. Beasley in connection therewith; and that she shall hold the said John C. Beasley harmless on all future obligations which she may incur as well as any current obligations on her account regardless of where said account or accounts may be maintained;

9. That the said Catherine Lee Beasley and John C. Beasley will pay within ten days from the entry hereof, the sum of One Hundred Fifty ($150.00) Dollars each on their joint 1973 church pledge in the total amount of Three Hundred ($300.00) Dollars;

10. That the said Catherine Lee Beasley will do any and all acts necessary toward her assuming full responsibility for her credit and charge accounts and she shall henceforth maintain such accounts and lines of credit in her name and will hold the said John C. Beasley harmless thereon;

11. That the said John C. Beasley be, and he hereby is, required, within thirty days from the entry hereof, to do any and all acts necessary to effectuate the sale of his membership certificate in the Belle Meade Country Club in Nashville, Tennessee, and upon receiving payment therefor, he shall divide equally with plaintiff the proceeds of its sale;

12. That custody of the parties' minor son be, and it is hereby, awarded to plaintiff with the right in defendant to visit said child at all reasonable times and places; and,

13. That John C. Beasley will pay the costs of this cause.

E. Benson Trimble
JUDGE

APPROVED FOR ENTRY:

Catherine Lee Farris Beasley
CATHERINE LEE FARRIS BEASLEY, Plaintiff

Joe P. Binkley, Jr.
JOE P. BINKLEY, SR., Solicitor for Plaintiff

John Coode Beasley
JOHN COODE BEASLEY, Defendant

Tom H. Proctor, Jr.
TOM H. PROCTOR, JR., Solicitor for Defendant

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IDENTIF. REFERENCE

DEC 6 1 54 PM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

DEC-6 MISC ... A* 14.00 * 14.00

Docket Number 68972 Minute Book 84B page 583

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* true copy ~~correct transcript~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Catherine Lee Beasley *Plaintiff, and* John C Beasley *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* 6th *day of* December *in the year one thousand nine hundred and* seventy-three *and in the* 198th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Anthony N. Bowers, D. C.