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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

BOBBIE JEAN SHEPARD)
)
VS.) NO. 69929
)
BOBBY DEAN SHEPARD)

34-1
41 PW

FINAL DECREE

JAN-2 MISC ..... A* 10.00 * 10.00

This cause came on to be heard on this 5th day of October, 1973 before the Honorable Benson Trimble, Judge, holding the Fourth Circuit Court of Davidson County, Tennessee, upon the complaint, the order pro confesso, the testimony of the plaintiff and her corroborating witnesses in open court, statements of counsel and the entire record herein. From all of which the court is of the opinion that the allegations of the complaint are fully sustained, that is, that the defendant has been guilty of such cruel and inhuman treatment or conduct so as to render cohabitation unsafe and improper, that the plaintiff is entitled to the care, custody and control of the minor child of the parties, and that the property settlement agreement heretofore entered into by and between the parties is fair and reasonable and the same is approved and ratified by the court.

IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony herefore existing between the parties be and the same are hereby forever and perpetually dissolved and the plaintiff is restored to all of the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED by the Court that the plaintiff have the care, custody and control of the minor child of the parties, Timothy Dean Shepard, with reasonable visitation rights granted to the defendant and the said defendant shall pay child support in accordance with the terms set forth in the property settlement agreement hereinafter described.

IT IS FURTHER ORDERED by the Court that the property settlement agreement entered into by and between the parties be and the same

is hereby approved, ratified and made the decree of this court and the parties shall conform to each and every term set forth in said agreement and for any monetary award set forth therein, the execution process of this court may issue, if necessary, said property settlement agreement being in words and figures as follows, to-wit:

This Agreement made and entered into by and between Bobbie Jean Shepard, hereinafter referred to as the "wife" and Bobby Dean Shepard, hereinafter referred to as the "husband", both citizens and residents of the State of Tennessee:

W I T N E S S E T H

WHEREAS, unhappy differences have arisen between the parties hereto resulting in their separation; and,

WHEREAS, there is now pending in the Circuit Court of Davidson County, Tennessee, a divorce action instituted by the wife; and,

WHEREAS, it is the mutual desire of the parties to this Agreement to make a permanent, complete and final adjustment of all of their property rights and interest of any kind and nature whatsoever.

NOW, THEREFORE, inconsideration of the premises and other mutual covenants and conditions contained herein, the parties agree as follows:

1. The wife shall be vested with full ownership of the residence of the parties located at 815 Meadowlark in Goodlettsville, Davidson County, Tennessee, which said property is now owned jointly as tenants by the entireties, and if the wife is granted a final decree of divorce in the prnding divorce action, she shall be awarded all of the husband's right, title and interest in and to said property and the wife shall hold the husband harmless and indemnify him as to any indebtedness that may be owed upon said real estate. Said property is more particularly described as follows, to-wit:

Being land in Davidson County, Tennessee, being Lot No. 65 on the Plan of Echo Meadows, of record in Book 2331, page 64, Register's Office for said County.

Being the same property conveyed to Bobby Dean Shepard and wife, Bobbie J. Shepard, as of record in Book 3948, page 435, Register's Office for Davidson County, Tennessee.

2. In the event the wife is granted an absolute divorce in the pending divorce action then she does hereby agree that all of her right, title and interest in and to said farm owned by the husband shall be divested and all of her said interest shall be vested in the husband to be his in fee simple. Said farm is located in the 3rd Civil District of Robertson County, Tennessee, and is the same property conveyed to John D. Black and Bobby Dean Shepard by deed of record in Deed Book No. 134, page 430, of the Register's Office of Robertson County. A complete and accurate description of said property shall be included in any decree of divorce divesting her interest in said property. The wife further agrees that she shall be divested of any and all interest that she may have into any farm implements, machinery, personal property, trucks or any other items that may be contained upon or used in said farm.

3. It is further agreed by the parties that the husband shall be divested of any and all right, title and interest he may have in and to the household furnishings, fixtures, appliances or any other items used in connection with their residence located at 815 Meadowlark Drive in Goodlettsville, Tennessee, and all of his said interest shall be vested in the wife, excepting the husband's own personal belongings and effects which shall become his separate property.

4. The wife shall be vested with sole ownership of the 1970 oldsmobile owned by the parties and the husband agrees to execute the title certificate transferring ownership of this vehicle to the wife. Any other vehicles shall become the sole property of the husband and the wife agrees to relinquish any interest that she may have in the same.

5. The husband agrees to indemnify and hold the wife harmless on any indebtedness or mortgage that may be owed upon the farm property in Robertson County, Tennessee and further agrees to hold her harmless on any and all note obligations which they have jointly signed other than the mortgage obligation on the home of the parties which the wife has heretofore agreed to pay.

6. The parties do further agree that the wife is the proper person to have the care, custody and control of the monor child of the parties, Timothy Dean Shepard, with reasonable rights of visitation to be vested in the husband, all of which is subject to the approval of any Court of Competent jurisdiction. As child support the husband agrees to pay each month beginning with the month of the execution of this agreement and also as a part of any adjudication by Court of competent jurisdiction, the sum of One Hundred Thirty Dollars ($130.00) each and every month. The husband also agrees to pay fifty (50) per cent of all extraordinary medical expenses incurred on behalf of the child and fifty (50) per cent of any hospital expenses had by the child over and above the amount paid by any hospitalization or medical insurance carrier.

7. The husband does further agree that he shall assign to the wife any and all ownership or interest that he may have in and to certain life insurance policies held on his life being Policy No. 98104 and Policy No. 31189 with the Life of Kentucky Division of Alexander Hamilton Life Insurance Company of America or any other life insurance policies that may be held with said company. The husband agrees to execute the necessary assignment forms of said company in order to accomplish this purpose.

8. It is understood and agreed by the parties that they are the joint owners of four (4) cemetery lots with Forrest Lawn Memorial Gardens located on Dickerson Road in Goodlettsville, Tennessee, and hold a certificate of ownership for these lots which are known as Lots Nos. 52-D, spaces 1-2-3 and 4. The parties agree that two of these spaces shall be vested in the wife and the remaining two vested in the husband and if necessary they shall execute whatever certificates of ownership that are required by the Cemetery in order to vest their interest in and to said properties.

9. It is understood and agreed that this is a full, final and complete settlement of the property rights and interest of the parties, made and entered into their own free will, and other than as set forth in this agreement, the respective parties do waive and release any right or interest that they may have in any property belonging to the other party and the wife does waive and release any right other than set forth herein that she may have as the result of the marital relationship. It is further understood and agreed between the parties hereto that notwithstanding any of the language used in this agreement that it is the intent of the parties that this agreement shall be binding and valid if and when the wife obtains a valid final decree of divorce from a Court of Competent jurisdiction and this agreement is approved by said Court. This agreement shall be made a part of the final decree of divorce if so approved by the Court.

IN WITNESS WHEREOF, the parties hereto have set their hands to this instrument on this the _____ day of _____, 1973.

/s/
Bobbie Jean Shepard

/s/
Bobby Dean Shepard

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that pursuant to the above property settlement agreement all of the defendant's right, title and interest in the homeplace of the parties located at 815 Meadowlark in Goodlettsville, Davidson County, Tennessee, is hereby divested and all of his said interest in said property is vested in the plaintiff, Bobbie Jean Shepard, herein, said property being more particularly described as follows:

Being land in Davidson County, Tennessee, being Lot No. 65 on the Plan of Echo Meadows, of record in Book 2331, page 64, Register's Office for said County.

Being the same property conveyed to Bobby Dean Shepard and wife, Bobbie J. Shepard, as of record in Book 3948, page 435, Register's Office for Davidson County, Tennessee.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that all of the plaintiff's right, title and interest in and to certain property in Robertson County, Tennessee is hereby divested and all of her said interest is vested in the defendant herein, said real estate being more particularly described as follows:

Being a tract or parcel of land lying and being in the 3rd Civil District of Robertson County, Tennessee, more particularly described and bounded as follows, to-wit:

BEGINNING at a stone, a common corner to Paul Burr, George Taylor, Senior, and J. P. Fuqua, the southeast corner of this tract; thence with the lines of Fuqua and Burr north 3 degrees east 119 poles to a stone, a corner in the line of Burr; thence with Burr's line, north 33 degrees 45 minutes west 26.2 poles to a point in the center of the Ashburn Road, said point being north 33 degrees 45 minutes west 28.5 feet from a set stone, a corner to Burr in the line of G. C. Mason; thence with Mason's line south 37 degrees 45 minutes west 28.5 poles to an iron stake on the west side of the Ashburn Road, a corner in Mason's line; thence with Mason's line south 3 degrees 15 minutes west 14 poles to a stone on the west side of said Ashburn Road, said stone being 1 pole east of a stone marking Mason's and Burr's corner, a corner to Mason in Burr's line; thence with Burr's line, south 88 degrees east 3 poles to a stone on the east side of the Ashburn Road, a corner in Burr's line; thence with Burr's line south 3 degrees 30 minutes west, entering said road and its center for a distance and passing a set stone at 78.1 poles, continuing on in all 102.1 poles to a stone, a corner in the line of Burr; thence with a fence

and Burr's line south 88 degrees 45 minutes east 29.8 poles to the beginning, containing 24.3 acres, more or less, according to a survey made on August 14, 1964 by John R. Alley, County Surveyor for Robertson County, Tennessee.

IT IS FURTHER ORDERED by the Court that all of the costs of this cause be taxed to the defendant herein for which amount execution may issue, if necessary.

APPROVED FOR ENTRY:

ORTALE, KELLEY, HERBERT & CRAWFORD

By: John D. Kelley
Solicitors for Plaintiff

S Benson Trimble
Judge

IDENTIF. REFERENCE

JAN 2 3 30 PM '74

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

637084

Docket Number 69929 Minute Book 83C page 1312

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 transcript~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Bobbie Jean Shepard *Plaintiff, and* Bobby Dean Shepard *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* 2nd *day of* January *in the year one thousand nine hundred and* seventy-four *and in the* 198th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Anthony N. Bowers, D. C.