BOOK 4807 PAGE 739

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

MARCH 18th, 1974.

60-3
76
PW

JAMES BEWLEY WILLIS)
)
VS.) NO. ~~70932~~ 70933
)
BETTY JUNE WILLIS) MINUTE BOOK 86-C, PAGE 1312

O R D E R

This cause came on to be heard February 25, 1974, before the Honorable Thomas C. Binkley, Special Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the cross-bill of the cross-complainant, witnesses introduced in open court and the entire record in this cause.

From all of which the Court was of the opinion that the allegations contained in the cross-bill were fully sustained, that is, that the complainant and cross-defendant has been guilty of such cruel and inhuman treatment or conduct toward cross-complainant as renders cohabitation unsafe and improper.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the cross-complainant be and she is hereby granted an absolute divorce from the cross-defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court that whatever right, title or interest the cross-defendant has or may have in the hereinafter described real estate be and the same is hereby divested out of him and vested in the cross-complainant as her sole property, said property being described as follows:

> Land in Davidson County, being Lot No. 12 on the Plan of Parkwood Estates, Section 1, as of record in Book 2900, page 119, Register's Office for said County.
>
> Being the same property conveyed to James B. Willis and Betty F. Willis, by deed from Joel Vradenburg and wife, Peggy Ann Vradenburg, of record in Book 3969, page 97, Register's Office for Davidson County, Tennessee.

It is further ORDERED, ADJUDGED and DECREED by the Court that the property settlement agreement entered into by and between the parties

copied into this decree verbatim is in all things affirmed and approved by the Court:

"PROPERTY SETTLEMENT

THIS AGREEMENT entered into by and between BETTY JUNE WILLIS and her husband, JAMES BEWLEY WILLIS, this 1 day of Feb., 1974.

There is a divorce bill pending between these parties at the present time under the style of James Bewley Willis vs. Betty June Willis, No. 70932, and they are desirous of effecting a property settlement agreement which is to be incorporated in any final decree of divorce if the same be granted by the Court having jurisdiction. It is not an agreement to get a divorce but an effort to settle their property rights amicably.

The husband agrees to give the home place, the furniture and fixtures to the wife with the exception of his personal things such as navy discharge, pictures, etc. That the wife will assume any unpaid balance due on said real estate and furniture. That the husband will assume any balance due on the Buick automobile which he is driving and owed to General Motors Acceptance Corporation. He will also pay the Master Charge account and the Commerce Union Bank account. That the wife will assume the indebtedness owed to Mid-State Educators Credit Union and the Lane Bryant Dress Shop. The husband will continue to carry the children on his hospitalization insurance and will pay to the wife $25.00 per week as child support. That the husband will have liberal visitation privileges, including the right to have the children spend the week-end with him on occasions so long as it does not interfere with their school or regular routine. That the wife will have the custody of these children and that his original bill and answer to the cross-bill will be dismissed.

The husband further agrees to make the children of the parties beneficiaries of his life insurance, until they reach their majority, which will insure child support.

The husband will reimburse the wife the $150.00 which she paid on the Master charge account, and the fee which she paid for the two renewals on the loan at the bank, to be paid at the rate of $100.00 per month.

The wife will forward to the husband the check for $39.00 from Frost Ins. Agency when she receives the same.

/s/ Betty June Willis
BETTY JUNE WILLIS

WITNESS:

/s/ Howard F. Butler
Howard F. Butler

/s/ James Bewley Willis
JAMES BEWLEY WILLIS

/s/ Charles F. Brown
Charles F. Brown"

The cross-defendant will pay the costs of this cause for which execution may issue.

Enter this 18 day of Mar-1974.

S/ Thomas C. Brickley
SPECIAL JUDGE

O. K. FOR ENTRY:

S/ Howard F. Butler, Howard F. Butler, Attorney for Cross-Complainant

S/ Charles F. Brown, Charles F. Brown, Attorney for Cross-Defendant

APR 19 MISC A* 6.00 * 6.00

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* copy of divorce decree ~~transcript of the record and proceedings~~ *had in said Court in the case heretofore prosecuted and determined therein, between* James Bewley Willis *Plaintiff, and* Betty June Willis *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* 19th *day of* April *in the year one thousand nine hundred and* seventy-four *and in the* 198th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Mildred Carter, *D. C.*

IDENTIF. REFERENCE

APR 19 3 43 PM '74

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

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