IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE, AT NASHVILLE

BRENDA JOYCE REYNOLDS, *

Plaintiff

VS. *

OWEN DELANE REYNOLDS, *

Defendant *

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RULE NO. 75723

Mag 93-63

FINAL DECREE

This cause came on to be heard on this the 24th day of March, 1975, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the Petition for Absolute Divorce filed by the Plaintiff, Brenda Joyce Reynolds, personal service of process had on the Defendant, pro confesso duly taken, property settlement agreement entered into between the parties, testimony of the Plaintiff and her witnesses heard in open Court, statement of counsel and the entire record herein, from all of which the Court is of the opinion and finds that the allegation that the Defendant, Owen Delane Reynolds, has been guilty of such cruel and inhuman treatment or conduct towards the Plaintiff as renders further cohabitation unsafe and improper for her to be under his dominion and control has been fully sustained by the proof and the Plaintiff, Brenda Joyce Reynolds, should be granted an absolute divorce from the Defendant, and restored to all the rights and privileges of an unmarried person and the property settlement agreement as set out below is hereby approved by the Court.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting between the parties be and the same are forever dissolved and for nothing held and the Plaintiff, Brenda Joyce Reynolds, is granted an absolute divorce from the Defendant, Owen Delane Reynolds, and restored to all the rights and privileges of an unmarried person, with the right to retain her married name.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the following property settlement agreement be and the same is hereby approved, and each part shall become an order of the Court:

PROPERTY SETTLEMENT AGREEMENT

"THIS AGREEMENT made and entered into this 1st day of October, 1974, by and between BRENDA JOYCE REYNOLDS, hereinafter called "Plaintiff" and OWEN DELANE REYNOLDS, hereinafter called "Defendant."

W I T N E S S E T H :

WHEREAS, there is now pending in the Fourth Circuit Court of Davidson County, Tennessee, case no. 75723, wherein Plaintiff is seeking an absolute divorce from Defendant, and the parties are desirous of settling certain issues in controversy in said suit relating to division of property and child custody, support and visitation;

NOW, THEREFORE, in consideration of the terms, covenants and provisions hereinafter set forth, Plaintiff and Defendant agree as follows:

1. Plaintiff shall have custody of Kimberly Diane Reynolds, the minor daughter of the parties.

2. Defendant shall have such reasonable rights of visitation with said child as are mutually agreed upon by the parties.

3. All right, title and interest of the Defendant in and to the house and lot located at 106 Ryburn Drive, Nashville, Davidson County, Tennessee, including the household furnishings contained therein, with the exception of a stereo set, reclining chair, portable bar, and the Defendant's personal effects, including his guns, shall be divested out of him and vested solely in the Plaintiff. Plaintiff further agrees to assume the payments on said house and lot and the Defendant will be relieved of any further payments thereon upon his removing himself and his personal effects from the residence.

4. All right, title and interest of the Defendant in and to the 1972 Ford L.T.D. automobile shall be divested out of him and vested solely in the Plaintiff, and the Defendant will pay off the balance owing on said automobile at Commerce Union Bank, and Defendant agrees to execute any and all papers necessary to effect said transfer.

5. All right, title and interest of the Plaintiff in and to the 1973 Ford pick-up truck and the 1971 Plymouth automobile shall be divested out of her and vested solely in the Defendant, and Plaintiff agrees to execute any and all papers necessary to effect said transfer.

6. Defendant shall pay to Plaintiff the sum of One Hundred ($100.00) Dollars per month for the support

and maintenance of the minor child of the parties, and said payments are to begin when the Defendant vacates the residence of the parties, but up and until such time as the Defendant vacates the premises, he hereby agrees to pay all the expenses to operate the household through the end of the month in which he does vacate said premises.

7. Defendant agrees to pay the total clothing expenses of the minor daughter of the parties, Kimberly Diane Reynolds.

8. Defendant agrees to pay to Mac E. Robinson, Attorney for Plaintiff, the sum of Two Hundred ($200.00) Dollars for his reasonable services rendered to the Plaintiff in this cause.

9. This Agreement shall be exhibited to the Court at any final hearing of case no. 75723, and the provisions of this Agreement may be incorporated in the decree of the Court in said case. This Agreement shall become effective when and to the extend it is approved by the Court in said case.

10. Three counterparts of this Agreement shall be executed, each of which shall be deemed an original, and each shall have the same legal effect as any other and may be used for any purpose, but all counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this instrument in triplicate the day and date first above written.

S/ Mac E. Robinson WITNESS	S/ Brenda Joyce Reynolds BRENDA JOYCE REYNOLDS
S/ Mac E. Robinson WITNESS	S/ Owen Delane Reynolds OWEN DELANE REYNOLDS

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the ownership of the insurance policy with National Life and Accident Insurance Company on the Defendant, being policy number 3122724, be divested out of the Defendant, Owen Delane Reynolds, and vested in the Plaintiff, Brenda Joyce Reynolds, and the Defendant is enjoined from changing beneficiaries on said policy.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that a judgment in the amount of Two Hundred ($200.00) Dollars be and the same is hereby rendered in favor of Mac E. Robinson and against the Defendant, Owen Delane Reynolds, for his services rendered to the Plaintiff in this cause, and for which execution shall issue,

if necessary. BOOK 975 PAGE 839

All costs of this cause are to be taxed against the Defendant in this cause, for which execution may issue, if necessary.

JUDGE

APPROVED FOR ENTRY:

Mac E. Robinson

MAC E. ROBINSON
Attorney for Plaintiff

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 24th day of March, 1975, a copy of this Final Decree was served upon the Defendant, Owen Delane Reynolds, by mailing same to said Defendant at his last known address.

Mac E. Robinson
Attorney for Plaintiff

D 26551

T REFERENCE

DEC 2 10 58 AM '75

Entered this 25 March 75

Patty Frazier