IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

8-8-75

BEVERLY ANN (WAINSCOTT) CDeBACA)

vs.)

GARY CDeBACA)

BOOK 4988 PAGE 75

NO. 77688

149-9

117

PW

FINAL DECREE

This cause came on to be heard this 4th day of August, 1975 before the Honorable J. W. Rutherford, Judge of the First Circuit Court for Davidson County, Tennessee upon the Complaint for Absolute Divorce filed by the Plaintiff, the Agreed Order heretofore filed, testimony of witnesses and the Plaintiff, statements of counsel and the entire record from all of which the court finds that the defendant is and has been guilty of such cruel and inhuman treatment towards the Plaintiff as renders cohabitation between the parties unsafe and improper and that the plaintiff is entitled to an absolute divorce from the defendant. The court further finds that the property settlement agreement entered into by the parties is proper and should be confirmed and approved by the court, and that the agreement should be incorporated in the final decree.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED by the court that the Plaintiff Beverly Ann CDeBaca be and is hereby granted an absolute divorce from the defendant and restored to all of the rights and privileges of an unmarried person including the restoration of her maiden name of Beverly Ann Wainscott.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the court that the property settlement agreement entered into between the parties be and is hereby approved and ratified by the court and made the judgment of the court. This agreement is as follows:

PROPERTY SETTLEMENT AGREEMENT

This agreement made and entered into this 2nd day of July, 1975, by and between Beverly Ann Wainscott CDeBaca and Gary CDeBaca, both residents of Davidson County, Tennessee:

1. Each party will retain all personal property now in his or her possession with the following exceptions; (1) one refrigerator and stove in the possession of Gary CDeBaca shall remain the property of Beverly Ann Wainscott CDeBaca until such time as Gary CDeBaca pays her $350.00 or until the hearing of the divorce suit pending between the parties at which time Beverly Ann Wainscott CDeBaca may receive a judgment for $350.00 as alimony in lieu of receiving the stove and refrigerator; (2) all pictures of Beverly Ann Wainscott CDeBaca in the possession of Gary CDeBaca except duplicates made by or for Gary CDeBaca; (3) one stereo turntable, one blanket chest and one imported telephone in the possession of Gary CDeBaca which shall be the property of Beverly Ann Wainscott CDeBaca.

2. The 1974 Cougar automobile shall remain the property of Gary CDeBaca and he hereby agrees to hold Beverly Ann Wainscott CDeBaca harmless for all monies owed thereon.

3. The home of the parties located at 4741 Apollo Drive, Nashville, Tennessee, shall remain the property of Gary CDeBaca and he agrees to hold Beverly Ann Wainscott CDeBaca harmless of any and all liability relating thereto.

4. Gary CDeBaca agrees to pay the following bills and hold Beverly Ann Wainscott CDeBaca harmless therefor:

a.	Cosmopolitan Health Spa	$203.59
b.	Supercard	423.20
c.	J. C. Penney	87.57
d.	Nashville City Bank	964.00
e.	Cain-Sloan	200.00
f.	General Electric Credit Corp.	80.00
g.	1/2 of Dede Wallace Center	40.00
h.	Chevron Oil	90.00
i.	Harvey's	100.00
j.	Emma's Flowers	30.00
k.	Nashville Electric Service	64.02
l.	South Central Bell	12.00
m.	Dr. Bond	20.00
n.	Pathlab	32.00
o.	Dr. Patterson	27.00

5. Beverly Ann Wainscott CDeBaca agrees to pay the following bills and to hold Gary CDeBaca harmless for any liability he might have therefor:

a.	Ellen Dress Shop	$160.00
b.	1/2 of Dede Wallace Center	40.00

IN WITNESS WHEREOF, Beverly Ann Wainscott CDeBaca and Gary CDeBaca have hereunto set their hands at Nashville, Tennessee, this 2nd day of July, 1975.

IT IS FURTHER ORDERED that Gary CDeBaca return all pictures of Beverly Ann CDeBaca in his possession to her within thirty days except duplicates made by or for Gary CDeBaca and return to Beverly CDeBaca within thirty days one stereo turntable, one blanket chest and one imported telephone which shall be her sole and separate property.

IT IS FURTHER ORDERED that Beverly Ann CDeBaca be and is hereby granted a judgment against Gary CDeBaca for $350.00 for one stove and refrigerator retained in his possession which judgment may be satisfied within thirty days of the date of this decree by returning the items to the Plaintiff.

IT IS FURTHER ORDERED that the defendant will pay the costs of this cause for all of which execution may issue.

Enter this 8 day of August, 1975.

JUDGE

APPROVED FOR ENTRY:

James L. Fuqua, Jr.
Attorney for Plaintiff
420 Stahlman Building
Nashville, Tn.

CERTIFICATE OF SERVICE

I certify that I have mailed a copy of the foregoing Final Decree to Donald Arkovitz, Attorney for Defendant, 332 White Bridge Road, Nashville, Tennessee 37209, this the ___ day of August, 1975.

James L. Fuqua, Jr.

D 3 1 9 5 5

IDENTIF. REFERENCE

BOOK 4988 PAGE 78

JAN 13 2 51 PM '76

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

JAN 13 MISC B* 8.00 * 8.00

8-8-75 77688 138 B/ 1070

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 of a divorce ~~correct transcript of the record and~~ *proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Beverly ann (Wainscott) Cdebaca *Plaintiff, and* Isaac Cdebaca *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* 13th *day of* January *in the year one thousand nine hundred and* Seventy-Five *and in the* 200th yr ~~year~~ *of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Robert Murrah, *D. C.*