5-15-75
137B/650

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Map 84-12
Par. 113
m.p

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

RUBY GRIFFITH MOSIER)
VS.) NO. 76489
WILLIAM LEWIS MOSIER)

FINAL DECREE

MAR 29 [illegible] MISC 3* 10.00 * 10.00

This cause came on to be heard on the 13th day of May, 1975, before the Honorable J. William Rutherford, Judge of the First Circuit Court upon the Complaint and Answer, Property Settlement, Agreed Order setting the case for trial on the uncontested docket, the testimony of the plaintiff and her witnesses. Defendant was represented by the Honorable Clarence M. Beaty, who was present at Counsel Table. After hearing all the testimony, the Court is of the opinion that defendant has been guilty of such cruel and inhuman treatment towards the plaintiff as renders further cohabitation unsafe and improper. The Court is further of the opinion that the Property Settlement signed by the parties is proper and should be approved.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. The plaintiff is hereby granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

2. That the Property Settlement entered into by the parties is approved and made a portion of this Decree, to wit:

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

RUBY GRIFFITH MOSIER)
VS.) NO. 76489
WILLIAM LEWIS MOSIER)

PROPERTY SETTLEMENT

This Agreement made and entered into on the ____ day of _____, 1975, by and between Ruby Griffith Mosier, of Nashville, Tennessee, hereinafter referred to as the plaintiff, and William Lewis Mosier, of Nashville, Tennessee, hereinafter referred to as the defendant.

W I T N E S S E T H

That whereas, certain difficulties have arisen between the parties which have gone to such an extent that it does not appear possible for them to be reconciled and live together as husband and wife; and

Whereas, a Petition for Absolute Divorce has been filed by Ruby Griffith Mosier, plaintiff, against William Lewis Mosier, defendant, in the Circuit Court of Davidson County, Tennessee, being number 76489; and,

Whereas, the parties herein are desirous of settling all matters pertaining to property real and personal and monetary matters, and the parties, and each of them, having been advised of the properties of one another, agree as follows:

I

That the defendant shall pay to the plaintiff the sum of $75.00 each week as alimony for the period of two years following the date of the final decree of the divorce.

II

That the defendant shall pay all joint bills of the parties incurred prior to November, 1974.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

III

That the defendant hereby relinquishes all right, title and interest which he might have in the Chevelle automobile, the household goods and furnishings, a Commerce Union Bank savings account in the approximate amount of $2,034.19, and a life insurance policy presently owned by the defendant with State Farm Insurance Company to the plaintiff.

IV

That the defendant hereby relinquishes to the plaintiff all right, title and interest which he might have in the real estate presently owned by the parties as tenants by the entireties at 5207 Merlyn Lane, Nashville Tennessee, and certain cemetary lots owned by the parties. Defendant agrees to execute deeds to these partials of property. Plaintiff agrees to assume the indebtedness on the house and lot and also on the cemetary lots.

V

Defendant agrees to pay the sum of $300.00 to G. Battle Claiborne, attorney for the plaintiff, as his attorney's fee for services rendered in this cause. Defendant shall also pay all court costs of this cause.

VI

It is further agreed by the parties, and each of them, subject to approval of the Court, that this agreement be incorporated into the final decree of the divorce at such time as the divorce is granted.

The parties herein also agree and understand that if they should become reconciled or the Court for any reason should fail to grant a divorce, this Agreement shall become null and void and for nothing held.

The parties, and each of them, by execution of this Agreement, hereby mutually agree to sign any deed or other document and/or instrument which may become necessary in order to carry out and comply with the terms herein contained.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This
Document Unsatisfactory When Received.

In witness whereof the parties, and each of them, have hereunto set their hand the day and date first above written.

RUBY GRIFFITH FOSTER

WILLIAM LEWIS FOSTER

D41980

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IDENTIF. REFERENCE

MAR 29 8 19 AM '76

REGISTER
DAVIDSON COUNTY, TENN.

RECOMMENDED AS TO
LEGALITY OF FORM BY THE LEGAL DEPARTMENT OF THE
DAVIDSON COUNTY REAL ESTATE BOARD

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3. That the cost of this cause are taxed against the defendant.

For all of which let execution issue.

ENTERED THIS 15 DAY OF May, 1975.

JUDGE

APPROVED BY:

G. BATTLE CLAIBORNE
Attorney for Plaintiff

I certify that a copy of the foregoing Final Decree was mailed this 14th day of May, 1975, to Clarence Beaty, attorney for defendant.

G. BATTLE CLAIBORNE

76489 137B/650

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~~ true copy *transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Ruby Griffith Mosier *Plaintiff, and* William Lewis Mosier *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* 29th *day of* March *in the year one thousand nine hundred and* Seventy-Six *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddings, *D. C.*