IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

HELEN BRYANT LEPLEY)
)
VS) NO. 80709
)
JIMMY PRESTON LEPLEY)

Map 142.4
Par. 82

FINAL DIVORCE DECREE

This cause came on to be heard before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon plaintiff's complaint for absolute divorce, personal service of process on the defendant, the pro confesso heretofore duly granted, testimony of Plaintiff and her corroborating witnesses in open Court, statement of counsel and the entire record in the cause; from all of which the Court is of the opinion that the proof sustains the allegations of the Complaint, to wit: That the defendant has been guilty of such cruel and inhuman treatment or conduct towards the Plaintiff as renders further cohabitation between the parties unsafe and improper. APR-7[illegible] MISC B* 8.00 * 8.00

It is, therefore, ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff be, and the same is hereby granted an absolute divorce from the defendant; that the bonds of matrimony heretofore subsisting between the parties be, and the same are perpetually dissolved; and that the plaintiff be restored to all of the rights and privileges of an unmarried person.

It is further, ORDERED, ADJUDGED AND DECREED by the Court that the Property Settlement Agreement executed by the parties be, and the same is hereby approved, to wit:

PROPERTY SETTLEMENT AGREEMENT

This agreement made and entered into the 9th day of October, 1975, by and between HELEN BRYANT LEPLEY, a resident of Davidson County, Tennessee, hereinafter called "Wife", and JIMMY PRESTON LEPLEY, also a resident of Davidson County, Tennessee, hereinafter called "Husband";

1. The care, custody and control of the said two (2) minor children of the parties is hereby relinquished and given by Husband to Wife, with reasonable visitation rights in Husband at reasonable times and reasonable places.

2. Husband shall pay the sum of One-Hundred Fifty dollars ($150.00) per month for a period up until June 1, 1977, and thereafter the sum of Two-Hundred dollars ($200.00) per month until further order of the Court. This order is subject to review by the Court until the minor children reach majority.

3. Husband and Wife are owners of real estate located at 3712 Faulkner Drive, Nashville, Davidson County, Tennessee. All right, title, and interest in said property shall be divested out of Husband and vested in Wife to be hers absolutely in fee simple. Husband shall recover $5000.00 or fifty per cent (50%) of equity in the house, whichever is lower, upon Wife's remarriage or sale of the house. If in the event Husband is behind in his child support payments, the arrearage will be deducted from the proceeds he is to receive from property. Said property being more particularly described as follows:

> Being Lot No. 121 on the Plan of Sec. III, Hillbrook, as of record in Book 3300, page 84.
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> Said Lot No. 121 fronts 77 feet on the easterly side of Faulkner Drive, and extends back 136 feet on the northerly line and 215 feet on the southerly line to a dead line in the rear on which it measures 107.4 feet.
>
> Being the same property conveyed to Frank R. Ellis, Jr., and wife, Betty Jo Ellis, by deed from William & Lee, Inc., of record in Book 3924, page 165, re-recorded in Book 3980, page 868.
>
> This conveyance is subject to restrictions of record in Book 2460, page 295, and also subject to driveway agreement of record in Book 3919, page 682.

4. All household furniture and furnishings have been divided to meet the parties mutual satisfaction.

5. All right, title, equity and interest of the Husband in and to the 1970 Pontiac automobile now in the possession of Wife and titled in both names shall be divested out of Husband and vested in Wife. All right, title, equity and interest of the Wife in and to the 1974 240Z Datsun automobile now in the possession of

Husband and titled in Husband's name shall be divested out of Wife and vested in Husband.

6. The parties have savings accounts listed in their individual names. All savings will go to the party in whose name the account is listed.

7. Husband is now the owner of a life insurance policy with National Life & Accident Insurance Company, in the amount of Twenty-Five Thousand Dollars ($25,000.00). Husband shall designate the children of the parties as joint beneficiaries and shall continue the premium payments to maintain the policies in full force and effect

8. Husband shall and does assume responsibility for all medical and dental expenses for the Wife and the two (2) minor children of the parties up until the signing of this Agreement.

9. Husband shall keep in full force and effect the medical and dental insurance with Prudential Insurance Company covering the two (2) minor children.

10. Wife shall and does assume responsbility for the Master Charge bill. Husband shall and does assume responsibility for the Castner Knott bill.

11. Husband and Wife agree that they shall each claim one (1) child as dependant for income tax purposes. Wife shall claim Robert Christopher and Husband shall claim Jeffrey Preston.

12. Husband and Wife agree that each of the parties will, upon simple request of the other, execute any and all instruments, documents, papers, etc., which may be or become necessary in order to effectuate the intent of the parties as stated herein.

IN WITNESS WHEREOF, the parties hereto set their hands at Nashville, Davidson County, Tennessee, on the day and date first above written.

/S/ Helen Bryant Lepley
HELEN BRYANT LEPLEY

/S/ J. Thomas Martin
J. THOMAS MARTIN
Attorney at Law

/S/ Jimmy Preston Lepley
JIMMY PRESTON LEPLEY

/S/ Jewel F. Grubbs
WITNESS

The defendant will pay the costs of this cause, for all of which execution may issue if necessary.

Any and all other matters are reserved by the Court.

APPROVED FOR ENTRY:

J. THOMAS MARTIN
Attorney for Plaintiff

IDENTIF REFERENCE →

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FELIX ... REGISTER
DAVIDSON COUNTY, TENN.

s/ Benson Dinsmore
JUDGE

CERTIFICATE

I certify a copy of the foregoing Final Divorce Decree has been mailed to the defendant, Jimmy Preston Lepley, Briarwood Apts., Lebanon Road, Nashville, Tenn.37210, this 29th day of March, 1976.

J. THOMAS MARTIN

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 of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Helen Bryant Lepley *Plaintiff, and* Jimmy Preston Lepley *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* 1st *day of* April *in the year one thousand nine hundred and* Seventy-six *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Dorothy Lackey, *D. C.*