Loan # 110823-9

788/377

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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

MAP 118-9
PAR. 159
M.P

VIRGINIA WILCOX FAJARDO :

VS. : No. 65205

ROQUE FAJARDO :

FINAL DECREE

This cause came on to be heard on the original complaint as amended by the complainant, Answer of the defendant, an Order entered withdrawing the matter from the contested docket and placing it on the non-contested docket, statement of counsel, testimony of witnesses including Interrogatories of plaintiff, from all of which the Court finds the bill of the complainant is well taken wherein she alleges that the defendant has refused to provide for the complainant, which provides adequate grounds for an absolute divorce. It is therefore

ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing between the parties is dissolved and the complainant is restored to all the rights of a single person. It is further

ORDERED, ADJUDGED and DECREED that the property settlement agreement, heretofore entered into by the parties, is made a part of this decree which states as follows:

THIS AGREEMENT made and entered into this 17th day of August, 1972, by and between VIRGINIA WILCOX FAJARDO, hereinafter called Plaintiff, and ROQUE FAJARDO, hereinafter called Defendant;

WITNESSETH:

WHEREAS, there is now pending in the Fourth Circuit Court of Davidson County, Tennessee, Case No. 65205, 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 the division of property, alimony and child custody and support.

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 Rose Ellen Fajardo, the minor daughter of the parties.

2. Defendant shall have the right to visit said child at reasonable times and places and upon reasonable notice to Plaintiff.

3. Defendant shall pay Plaintiff $675 each month as alimony and child support. Said payments shall be made on the first day of each month following the entry of a final divorce decree in

said Case No. 65205.

4. All Defendant's interest in the parties' home at 2908 Snowden Road, Nashville, Tennessee, and all the furniture, furnishings and appliances therein, shall be divested out of the Defendant and vested in the Plaintiff, any public records to the contrary not withstanding. Plaintiff shall assume payment of the mortgage encumbering said home beginning with the August 1972 payment and shall hold Defendant harmless from liability from said mortgage.

5. Defendant shall transfer to Plaintiff all rights of ownership in and to the following life insurance policies on his life: Policy No. 649-216-491-A, Metropolitan Life, $5,000; Policy No. 651-038-061-MS, Metropolitan Life, $1,717; and Policy No. 1-801-927, Phoenix Mutual, $21,000. Plaintiff shall pay the premiums to keep said policies in effect. If Plaintiff shall predecease Defendant, ownership of said policies shall pass to the children.

6. All interests of Defendant in the 1971 Rambler automobile in Plaintiff's possession shall be divested out of him and vested in her. Defendant shall execute such instruments as are necessary to transfer title to said automobile to Plaintiff.

7. Defendant shall pay the balances remaining on charge accounts in his name at Cain Sloan, Harveys, Castner-Knott and McClure's, Esso and Standard Oil Company; and Plaintiff shall pay all other bills for charges made by her.

8. This Agreement shall be exhibited to the Court at any final hearing of said Case No. 65205, 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 extent it is approved by the Court in said case.

9. 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.

It is further ORDERED, ADJUDGED and DECREED that the cost of this cause is taxed against the defendant for which execution may issue.

ENTERED this 28th day of November, 1972. nunc pro tunc

JUDGE

George E. Barrett
Solicitor for Complainant

I certify that a copy of this Final Decree has been mailed to Macklin Davis, Attorney for Defendant, on this the 27 day of November, 1972.

George E. Barrett

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IDENTIF. REFERENCE

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APR 20 3 30 PH '76

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

APR 20 76 MISC B* 6.00 * 6.00

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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* Virginia Wilcox Fajardo *Plaintiff, and* Roque Fajardo *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* 20th *day of* April *in the year one thousand nine hundred and* 76 *and in the* 200 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L. Bates, *D. C.*