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THELMA L. GRIMSLEY)
)
VS. NO. 80560)
)
WELDON DWANE GRIMSLEY)

IN THE FIFTH CIRCUIT COURT

AT NASHVILLE, TENNESSEE

96-15
63
pw

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard before the Honorable Stephen North, Judge, holding the Fifth Circuit Court, at Nashville, Tennessee, on the fourth day of February, 1976, upon the Complaint for absolute divorce, Default Judgment heretofore taken against the Defendant, testimony of the Plaintiff and her witnesses who were heard in open Court, statement of counsel and the entire record; from all of which it appears to the satisfaction of the Court that the Defendant, Weldon Dwane Grimsley, has been guilty of such cruel and inhuman treatment or conduct towards Plaintiff as renders further co-habitation unsafe and improper; and that Plaintiff should be awarded an absolute divorce from the Defendant; wherefore,

IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED that the Plaintiff, Thelma L. Grimsley, be and she is hereby granted an absolute divorce from Weldon Dwane Grimsley, the Defendant; that the bonds of matrimony heretofore subsisting between the parties are now and forever dissolved; and that Plaintiff is hereby restored to all of the rights and privileges of an unmarried person.

And it further appearing to the Court that the Plaintiff and Defendant have executed a Property Settlement and Custody Agreement, which has been filed and made a part of the record in this cause and which is in words and figures as follows;

PROPERTY SETTLEMENT AND CUSTODY AGREEMENT

This contract made and entered into on this 16TH day of December, 1975, by and between Thelma L. Grimsley, hereinafter called wife, who is a citizen and resident of Nashville, Davidson County, Tennessee, and Weldon Dwane Grimsley, hereinafter called husband, who is a citizen and resident of Fort Walton Beach, Florida.

W I T N E S S E T H:

Whereas, the parties to this agreement are husband and wife; and

Whereas, wife has filed a Complaint for Absolute Divorce against husband in a certain proceeding styled Thelma L. Grimsley vs. Weldon Dwane Grimsley, file number 80560, in the Fifth Circuit Court for Davidson County, Tennessee, at Nashville; and

Whereas, husband and wife have agreed upon a Property Settlement and Custody Agreement, resolving insofar as it is proper for them to do so a fair and equitable division of their property, alimony in solido, custody relating to and support and maintenance of their one minor child; and they do desire to reduce said Property Settlement and Custody Agreement to writing, with the understanding that it will be presented for final approval to the Court having jurisdiction of the parties' divorce action at the time of a final hearing thereof; and

Whereas, husband and wife are the parents of two children, one of whom is under the age of eighteen years, namely, Cynthia Louise Grimsley, who was born on December 12, 1962;

Now, therefore, for and in consideration of the promises and agreements hereinafter set forth, the parties hereto agree as follows:

1. That husband and wife own as tenants by the entireties certain improved real estate located at 3104 Laurel Forest Drive, Nashville, Davidson County, Tennessee, which property is subject to a deed of trust securing a certain promissory note with the present balance thereon being approximately $7,[illegible].00; that all right, title

and interest in and to said property which husband now owns shall be divested out of him; that all right, title and interest in and to said property shall be vested absolutely and entirely in wife, subject to the indebtedness thereon which is secured by said deed of trust, with wife to assume said indebtedness and hold husband harmless thereon; and that said property is to become the sole and separate property of wife free from any claim thereon by husband and said transfer to wife shall represent an adjustment of the property rights of the parties hereto.

2. That all household goods, furnishings and furniture which are presently located in the residence at 3104 Laurel Forest Drive, Nashville, Tennessee, with the exception of one piano, shall become the sole and separate property of wife as alimony in solido, free from any claim thereon by husband; and that said piano which is located in said residence shall become the joint property of the children of the parties.

3. That wife shall have the custody of the parties' minor child, namely, Cynthia Louise Grimsley, and husband shall have visitation privileges with said child at reasonable times and places.

4. That, effective upon the execution hereof and continuing until further orders of the Court, or until the parties' minor child, Cynthia Louise Grimsley, reaches age eighteen, or until she ceases to reside with her mother, whichever event occurs first, husband shall pay the sum of $100.00 per month as support and maintenance for said minor child with each monthly payment to be made to wife between the first and fifth days of each month; and that there shall be an annual increase on said monthly support payments of $15.00 with such annual increases to be effective for the month following the birthday of said child each year, in accordance with the following paragraph.

That until December 31, 1976, husband shall pay at the aforesaid rate of $100.00 per month for child support; that effective January 1, 1977, and continuing through December 31, 1977 such support payments shall be at the monthly rate of $115.00; that effective January 1, 1978 and continuing through December, 1978 said support payment shall be $130.00 per month; and that such annual increase of $15.00 per

month for child support shall continue in similar fashion until said child attains age eighteen in 1980, or until further orders of the Court or until said child ceases to reside with her mother, whichever event occurs first.

That so long as said minor child is in the custody of wife and is residing with her, wife shall be entitled to take said child as a dependent and thus as an exemption for U.S. Income Tax purposes.

5. That husband shall retain as his sole and separate property a certain Volkswagon automobile and he shall be responsible for any indebtedness thereon; and that wife shall retain as her sole and separate property a certain Chevrolet automobile and she shall be responsible for any indebtedness thereon.

6. Husband shall be responsible for any outstanding charges resulting from the use by wife and husband of oil company credit charges as of the time of the execution of this agreement; that following the execution hereof, wife shall no longer have the privilege of using husband's oil company credit cards; and that wife shall assume and have the responsibility of all outstanding charges at Sears Roebuck Company and Cain-Sloan Company as well as any other charges made by her at and with stores and companies in Nashville, Tennessee.

7. That husband shall be responsible for paying the Court costs incident to the Court proceeding hereinabove referred to and shall pay Two Hundred Fifty ($250.00) Dollars to Tom H. Proctor, Jr., attorney for wife, as his share of said attorney's fee for representing wife in said divorce proceeding.

8. That husband shall have as his separate property, free to use as he so desires, a certain Eighteen Thousand ($18,000.00) Dollar term life insurance policy, issued by Prudential Life Insurance Company, with the responsibility in him to pay the premiums thereon; that wife shall have as her sole and separate property, free to use as she so desires, a certain Eighteen Thousand ($18,000.00) Dollar life insurance policy issued by Prudential Life Insurance Company with the responsibility in wife to pay the premiums thereon; and that husband shall continue to have the responsibility of paying the premiums on a certain family policy of life insurance, issued by

Prudential Life Insurance Company, with Ten Thousand ($10,000.00) Dollars coverage on the life of husband, Five Thousand ($5,000.00) Dollars coverage on the life of wife, and One Thousand ($1,000.00) Dollars coverage on each of the parties' two children with the beneficiaries on said family policy to remain as they have been since its issuance.

9. That husband agrees by the execution of this agreement to submit himself personally to the jurisdiction of the Court in which said divorce proceeding is pending in Nashville, Tennessee for the purpose of the enforcement of all of the provisions set forth herein.

In witness whereof husband has signed this agreement on December 9, 1975, at Fort Walton Beach, Florida, and wife has signed said agreement on December 16, 1975, at Nashville, Tennessee.

William D. Grimsley
WILLIAM DWAYNE GRIMSLEY
HUSBAND

WITNESS AS TO HUSBAND'S SIGNATURE

Thelma L. Grimsley
THELMA L. GRIMSLEY
WIFE

WITNESS AS TO WIFE'S SIGNATURE

And it appearing to the Court that said Property Settlement and Custody Agreement is in all things proper and reasonable; and that same should be approved in its entirety by the Court and made its judgment; wherefore,

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that said Property Settlement and Custody Agreement, which is set forth hereinabove verbatim, be, and the same is hereby, approved in its entirety and is hereby made the judgment of this Court in the same manner and fashion as if each and every item therein were separately and individually adjudicated herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, in particular, that all right, title and interest which said Defendant has or has had in and to the following described property:

> Land in Davidson County, Tennessee, being Lot No. 62, Hickory Bend, Section 3, as of record in Book 3600, page 42, Register's Office fo Davidson County, Tennessee.
>
> Said Lot fronts 96.5 feet along the northwesterly margin of Laurel Forest Drive and runs back 173.8 feet on the northeasterly line an 157.4 feet on the southwesterly line to a broken line at the rear measuring 84 feet thereon.
>
> Being the same property conveyed to Gerald Ellis Justice and wife, Linda S. Justice by deed from, Thurman Home Building Corporation, record in Book 4256, page 848, Register's Office for Davidson County, Tennessee.
>
> The Grantees herein assume and promise to pay an obligation eviden by an instrument of record in Book 4256, page 850, said Register's Office.

be, and it is hereby, divested out of him; and all right, title and interest in and to the above-described property be, and it is hereby, vested absolutely in the Plaintiff as her sole and separate property and as alimony in solido, subject to any outstanding indebtedness thereon.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendant shall pay the costs of this cause.

s/ Stephen Daniel
JUDGE

APPROVED FOR ENTRY:

Tom H. Proctor Jr.
TOM H. PROCTOR, JR.
ATTORNEY FOR PLAINTIFF

CERTIFICATE

I, Tom H. Proctor, Jr., do hereby certify that a copy of the foregoing decree, consisting of seven pages including the page on which this certificate appears, is being forwarded by U.S. Mail on February 4, 1976 to Mr. Weldon D. Grimsley, Apartment A, 705 Oaklawn Street, Fort Walton Beach, Florida, 32548.

Tom H. Proctor, Jr.

TOM H. PROCTOR, JR., ATTORNEY
1133 Stahlman Building
Nashville, Tennessee 37201

D5454O

IDENTIF. REFERENCE

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REGISTER
DAVIDSON CO. TENN.

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* Thelma L. Grimsley *Plaintiff, and* Weldon Dwane Grimsley *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* 18th *day of* June *in the year one thousand nine hundred and* Seventy-six *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*