7-28-76

BOOK 5069 PAGE 688 101A-1358

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

map 60-2
Par. 213

SAMMIE CAROL CHAFFIN,)
Complainant)
)
vs.) No. 82678
)
FREEMAN GUILFORD CHAFFIN, SR.,)
Defendant)

SEP20 MISC DECREE OF DIVORCE 8.00 * 8.00

This cause came on to be heard on July 19, 1976, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, at Nashville; upon the Bill of the Complainant, Sammie Carol Chaffin, the Defendant, Freeman Guilford Chaffin, Sr., having been served personally with process and answer having been filed by the Defendant and later withdrawn by Agreed Order, a Property Settlement Agreement having been signed by both parties, and upon the oral testimony of witnesses examined in open Court:

I

And it satisfactorily appeared to the Court that the facts charged in the Bill are true; that the Defendant was guilty of such cruel and inhuman treatment or conduct towards the Complainant as renders cohabitation unsafe and improper;

II

It also appeared to the Court that a Property Settlement Agreement has been entered into by the Complainant and the Defendant in regards to their property rights and that the same should be ratified by this Court;

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III

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court, as follows:

1. That the bonds of matrimony subsisting between the Complainant and the Defendant be absolutely and forever dissolved, and that the Complainant be vested with all the rights of an unmarried person.

2. That the Property Settlement Agreement, which was entered into and signed by both the Complainant and the Defendant and which was dated the first day of April, 1976, be hereby approved and adopted by this Decree; said Property Settlement Agreement containing the following provisions:

1. That this Agreement shall become binding upon the parties and their respective legal representatives, successors and assigns, immediately upon the granting of a Decree of Absolute Divorce to the WIFE, provided that the provisions of this Agreement are approved by the Court.

2. Title to the house and property located at 3017 Carterwood Court, Nashville, Tennessee, as of record in Book 3255, page 195, Register's Office for Davidson County, Tennessee, shall be the sole property of the WIFE.

3. Title to the furniture located at 3017 Carterwood Court, Nashville, Tennessee, together with the appliances and furnishings located therein shall be vested solely in the name of the WIFE with the exception of those items hereinafter enumerated. However, furniture belonging to HUSBAND by virtue of family gift, shall be the sole property of HUSBAND.

4. All clothes and items of a personal nature belonging to either party shall remain the property of that party.

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5. Title to the 1973 Plymouth Station Wagon shall belong to the HUSBAND. HUSBAND is also to receive the bedroom furnishings for three of the minor children of the parties as well as his file cabinets, business equipment and tools.

6. HUSBAND agrees to assume all current bills owed by the parties, including but not limited to, past due doctor bills of the family, excluding utilities bills and furniture bills.

7. Title to the camper is to be vested in the HUSBAND.

8. WIFE agrees to assume both the first and second mortgage that remains on the house owned by the parties.

9. WIFE shall have the complete control, care and custody of two of the minor children of the parties: Sandra Lee Chaffin, date of birth August 9, 1958, and Barbara Ann Chaffin, date of birth May 28, 1962, subject to reasonable rights of visitation vested in the HUSBAND. HUSBAND shall have the complete control, care and custody of three of the minor children of the parties: Freeman Guilford Chaffin, Jr., date of birth August 28, 1959, Melissa Joy Chaffin, date of birth February 18, 1964, and Brenda Jane Chaffin, date of birth September 23, 1965, subject to reasonable rights of visitation vested in the WIFE.

10. WIFE agrees to maintain in effect a policy of health insurance, which the minor children of the parties are to remain as beneficiaries covered under the policy. It is agreed that the HUSBAND'S name shall be stricken as being covered under this policy.

11. Each party shall execute and deliver to the other party any documents required to accomplish the intention of this Agreement.

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12. Each party expressly certifies that each of them has entered into this Agreement upon due consideration and that it was executed without duress or undue influence by any persons and without collusion.

3. That the Defendant is to pay the costs of this cause for which execution may issue.

ENTERED this 28 day of July, 1976.

JUDGE

APPROVED FOR ENTRY:

H. William Scott

H. William Scott, III
Solicitor for Complainant

Robert P. Ziegler
Solicitor for Defendant

FILED
SEP 20 9 25 AM '76
REGISTER
DAVIDSON COUNTY, TENN.

IDENTIF. REFERENCE

D68544

Docket No. 82678 101A/358

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 ~~correct transcript~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Sammie Carol Chaffin *Plaintiff, and* Freeman Guilford Chaffin, Sr. *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* September *in the year one thousand nine hundred and* seventy-six *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Patty Traughber, *D. C.*

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