IN THE FIFTH CIRCUIT COURT DAVIDSON COUNTY, TENNESSEE

ELEANOR ELIZABETH KELLEHER BEARDEN)
Plaintiff)
)
VS.) No. 85240
)
CHARLES HENRY BEARDEN, JR.,)
Defendant)

96-6
15
PW

FINAL JUDGMENT AND DECREE

MAR-8 MISC B* 12.00 * 12.00

This cause came on for hearing and trial before the Honorable Stephen North, Judge, on February 1, 1977, upon the issues of absolute divorce, child custody, child support, and property settlement. During the trial a property settlement agreement entered into by the parties on January 1, 1977, was presented to the Court for the Court's approval. This property settlement agreement is set forth as follows:

PROPERTY SETTLEMENT

This agreement made and entered into on this the 1 day of January, 1977, by and between ELEANOR ELIZABETH KELLEHER BEARDEN, hereinafter referred to as MRS. BEARDEN, and CHARLES HENRY BEARDEN, JR., hereinafter referred to as MR. BEARDEN, both of whom are residents of Nashville, Davidson County, Tennessee;

W I T N E S S E T H:

WHEREAS, the parties hereto are husband and wife and they have encountered marital difficulties which are apparently irreconcilable; and,

WHEREAS, there is now pending an action for absolute divorce between the parties in the Courts of Davidson County, Tennessee; and,

WHEREAS, the parties hereto are mutually desirous of adjusting certain property rights between themselves and making certain provisions for the custody and support of the minor children;

NOW, THEREFORE, for good and sufficient consideration, the parties hereto mutually agree as follows:

1. MR. BEARDEN agrees to allow MRS. BEARDEN to retain the exclusive custody and control of their two minor children, JANICE ELAINE BEARDEN AND CHARLES H. BEARDEN, III, and MRS. BEARDEN agrees to grant to MR. BEARDEN reasonable visitation privileges with said minor children.

2. MR. BEARDEN agrees to pay to MRS. BEARDEN the sum of Five Hundred and no/100 Dollars ($500.00) per month as child support to and through the month of October in the year 1978, at which time their daughter, JANICE ELAINE BEARDEN, will have reached the age of eighteen years. After the month of October, 1978, MR. BEARDEN agrees to pay to MRS. BEARDEN the sum of Four Hundred and no/100 Dollars ($400.00) per

month as child support to and through the month of August, of the year 1981, at which time their son, CHARLES H. BEARDEN, III, will have reached the age of eighteen years. It is further agreed that both parties reserve the right to petition this court for a modification of the child support obligation upon a change of circumstances.

3. If JANICE ELAINE BEARDEN upon reaching eighteen years of age desires to attend a college or university for the purpose of furthering her education, MR. BEARDEN agrees to pay to JANICE ELAINE BEARDEN the costs of attending said college or university, including the costs of tuition, books, fees, room and board, and other miscellaneous costs. If CHARLES H. BEARDEN, III upon reaching eighteen years of age desires to attend a college or university for the purpose of furthering his education, MR. BEARDEN agrees to pay to CHARLES H. BEARDEN, III, the costs of attending said college or university, including the costs of tuition, books, fees, room and board, and other miscellaneous costs. It is further agreed that MR. BEARDEN reserves the right to petition this court for a modification of this obligation upon a change of circumstances.

4. MR. BEARDEN agrees to maintain and continue the existing or equivalent medical health insurance coverage now being provided for JANICE ELAINE BEARDEN and CHARLES H. BEARDEN, III, for so long as MR. BEARDEN is employed and eligible for a medical health insurance program.

5. MR. AND MRS. BEARDEN own as tenants by the entirety their home located at 2834 Blue Brick Drive, Nashville, Davidson County, Tennessee, said property being more particularly described in Deed of Record in Book 1875, page 149, of the Register's Office for Davidson County, Tennessee. As part of this lump sum property settlement, MR. BEARDEN agrees that upon the termination of this marriage, said property will become the property of MRS. BEARDEN alone in fee simple absolute and MR. BEARDEN agrees to quitclaim all of his right, title and interest in said property to MRS. BEARDEN upon the termination of this marriage.

6. As further child support for the two minor children of the parties, MR. BEARDEN agrees to pay to MRS. BEARDEN the yearly amount necessary to pay the state and county property taxes on the property located at 2834 Blue Brick Drive, Nashville, Davidson County, Tennessee. These further child support payments will be made to and through the month of August of the year 1981, at which time the youngest minor child of the parties, CHARLES H. BEARDEN, III, will reach eighteen years of age. It further agreed that both parties reserve the right to petition this court for a modification of this child support obligation upon a change of circumstances.

7. As a further part of this lump sum property settlement, MR. BEARDEN agrees upon the termination of this marriage to relinquish and transfer to MRS. BEARDEN all of his right, title and interest in all of the furniture, fixtures, appliances, household furnishings, and all other items of personal or household use or ornament presently located at the home of the parties at 2834 Blue Brick Drive, Nashville, Davidson County, Tennessee, provided, however, that the Magnavox Stereo which is presently located at said address shall become the exclusive property of MR. BEARDEN and MRS. BEARDEN agrees to relinquish and transfer to MR. BEARDEN all of her right, title and interest in said Magnavox stereo.

8. As a further part of this lump sum property settlement, MR. BEARDEN agrees upon the termination of this marriage to relinquish and transfer to MRS. BEARDEN all of his right, title and interest in a 1974 Plymouth Duster automobile, having manufacturer's identification #VL29C4G145234, and being presently titled in the name of CHARLES H. BEARDEN, JR. or ELEANOR K. BEARDEN. In furtherance of the transfer of title on this automobile, MR. BEARDEN agrees to sign the title and/or other instruments concerning said automobile in such a manner so as to facilitate a new title being issued in the name of MRS. BEARDEN alone.

9. As a further part of this lump sum property settlement, MR. BEARDEN agrees upon the termination of this marriage to pay to MRS. BEARDEN the sum of Four Thousand Seven Hundred Seventy-Eight and 37/100 Dollars ($4,778.37), which represents MRS. BEARDEN'S share of an equal division between the parties of certain savings account balances and certain withdrawals from said savings accounts made by MR. BEARDEN and applied to the purchase of other real property.

10. The parties currently own many United States Series "E" Savings Bonds. As a further part of this lump sum property settlement, MR. BEARDEN agrees upon the termination of this marriage to pay to MRS. BEARDEN a sum of money equal to one-half of the then present worth of all of these United States Series "E" Savings Bonds.

11. Upon the termination of this marriage by the decree of the Court, MRS. BEARDEN agrees to transfer to her name alone all of the utility service accounts covering the utility service for the property located at 2834 Blue Brick Drive, Nashville, Davidson County, Tennessee.

12. As a further part of this lump sum property settlement, MR. BEARDEN agrees upon the termination of this marriage to pay to MRS. BEARDEN the sum of Five Hundred and no/100 Dollars ($500.00) representing 50% of the attorneys' fees which MRS. BEARDEN owes to the law firm of Rutherford, Crockett & Guenther. MRS. BEARDEN agrees to pay the balance of her attorneys' fees.

13. MR. BEARDEN agrees to pay the court costs incurred in this cause.

It is understood and agreed that these presents contain the entire agreement between the parties hereto and that the parties intend that this agreement or pertinent portions thereof be incorporated in the final decree of divorce should the court see fit to decree a divorce between the parties and approve this property settlement agreement.

Nothing herein is intended nor should it be construed as infringing upon the perogative or the court having jurisdiction of this cause; the sole and only purpose of this agreement being the mutual desire of the parties to make an advantageous disposition of their jointly owned property and to make suitable and adequate provisions for their children.

IN WITNESS WHEREOF, the parties have hereto set their hands on the day and date first above written, each retaining a signed copy hereof, the receipt of which is hereby acknowledged.

RUTHERFORD, CROCKETT & GUENTHER

BY: /s/ Stephen M. Trautman
STEPHEN M. TRAUTMAN

/s/ James W. Rutherford
JAMES W. RUTHERFORD
Attorneys for Plaintiff

/s/ Eleanor Elizabeth Kelleher Bearden
ELEANOR ELIZABETH KELLEHER BEARDEN, Plaintiff

BUTLER, TUNE AND ENTREKIN

BY: /s/ Jack A. Butler
JACK A. BUTLER
Attorney for Defendant

/s/ Charles Henry Bearden, Jr.
CHARLES HENRY BEARDEN, JR., Defendant

The Court, having heard the testimony of the plaintiff, and her witnesses and having examined the exhibits to the testimony of the witnesses and further having heard the arguments of respective counsel for the parties, is of the opinion that the defendant is guilty of cruel and inhuman treatment towards the plaintiff within the statutory requirements and accordingly that the plaintiff is entitled to an absolute divorce from the defendant and further that the plaintiff should have the absolute custody and control of the two minor children of the parties and that the defendant should pay to the plaintiff child support for these minor children as indicated in the Property Settlement Agreement, and the Court further is of the opinion that the terms of the Property Settlement Agreement entered into by the parties on January 1, 1977, should be approved by the Court and incorporated into the Final Decree in this case.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED BY THE COURT AS FOLLOWS:

1. The Plaintiff, ELEANOR ELIZABETH KELLEHER BEARDEN, is granted an absolute divorce from the defendant, CHARLES HENRY BEARDEN, JR., on the statutory grounds of cruel and inhuman treatment and the plaintiff is restored to all of the rights and privileges of an unmarried person.

2. The plaintiff is granted the absolute custody and control of the two minor children of the parties, JANICE ELAINE BEARDEN and CHARLES H. BEARDEN, III, and the defendant is granted reasonable visitation privileges with said minor children at reasonable times and places.

3. The Property Settlement Agreement entered into by the parties on January 1, 1977, the terms of which are set out above,

is approved by the Court and the terms of said Property Settlement Agreement are made a part of this decree of the Court. The defendant shall pay to the plaintiff the child support payments indicated in the said Property Settlement Agreement and the defendant shall make the payments to the children of the parties for their respective college educations as indicated in said Property Settlement Agreement. The defendant further shall maintain and continue the existing or equivalent medical health insurance coverage for the children of the parties as indicated in said Property Settlement Agreement.

4. All of the right, title and interest of the respective individual parties in and to their property, real, personal or mixed, is divested out of the respective individual party and vested in the other respective individual party in fee simple absolute according to the divisions of the property of the parties made in the January 1, 1977, Property Settlement Agreement, the terms of which are incorporated above into this decree. Accordingly, pursuant to this decree, all of the right, title and interest of the defendant in and to the residence real property of the parties located at 2834 Blue Brick Drive, Nashville, Tennessee, hereinafter more specifically described, is divested out of the defendant, Charles Henry Bearden, Jr., and vested into the plaintiff, Eleanor Elizabeth Kelleher Bearden, in fee simple absolute. This residence real property is specifically described in Book 1875, page 149, of the Register's Office for Davidson County, Tennessee, as follows:

> "Land in Davidson County, Tennessee, being Lot No. 23 of the Cloverbottom Subdivision, as of Record in Book 1424, page 50, said Register's Office.
>
> Said Lot No. 23 fronts 75 feet on the northerly side of Bluebrick Drive and runs back between parallel lines 175 feet to a dead line in the rear, measuring 75 feet thereon.
>
> Being part of the property conveyed to Lowell Walker, by deed from D. E. Earheart and wife, of record in Book 1788, page 319, Register's Office for Davidson County, Tennessee, and being the same property conveyed to Charles H. Bearden and wife, Eleanor K. Bearden, by deed from Lowell Walker and wife, Dorothy W. Walker, of record in Book 1875, page 149, Register's Office for Davidson County, Tennessee."
>
> Note: Charles H. Bearden and Charles Henry Bearden, Jr. is one and the same person.
>
> Note: Eleanor K. Bearden and Eleanor Elizabeth Kelleher Bearden is one and the same person.

5. The defendant shall pay to the plaintiff the monetary sums indicated in the January 1, 1977, Property Settlement Agreement, including the monetary sum necessary for the plaintiff to complete

the payment of her attorney's fees owed to the law firm of Rutherford, Crockett & Guenther.

6. All costs of this cause are assessed against the defendant.

7. For all of the above, let execution issue if necessary.

Enter on this the 4th day of February, 1977.

JUDGE

APPROVED FOR ENTRY:

RUTHERFORD, CROCKETT & GUENTHER

BY: Stephen M. Trautman
STEPHEN M. TRAUTMAN
Attorney for Plaintiff

IDENTIF. REFERENCE
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DAVIDSON COUNTY, TENN.
REGISTER
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CERTIFICATE OF SERVICE

I, Stephen M. Trautman, do hereby certify that a true and correct copy of this final decree has been served upon Mr. Jack Butler, Attorney for the Defendant, by placing a true and correct copy of said decree in the United States mail addressed to Mr. Jack Butler with sufficient postage thereon to carry it to its destination on this the 3rd day of February, 1977.

Stephen M. Trautman
STEPHEN M. TRAUTMAN

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* ELEANOR ELIZABETH KELLEHER BEARDEN *Plaintiff, and* CHARLES HENRY BEARDEN, JR. *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* 8th. *day of* MARCH *in the year one thousand nine hundred and* SEVENTY-SEVEN *and in the* 201st. *year of American Independence.*

GEORGE L. ROOKER. *Clerk.*

By Jane Smith, D. C.

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