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IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOBBY RAY BINKLEY,
Complainant

vs.

No. 76427

ANITA LOUISE WIRICK BINKLEY,
Defendant

FINAL DECREE

This cause came to be heard on the 18th day of February, 1975 in the First Circuit Court for Davidson County, Tennessee, before the Honorable J. William Rutherford, Judge, upon the original bill for an absolute divorce filed by the complainant Bobby Ray Binkley, personal service of process upon the defendant, an order for default judgment entered on January 3, 1975, a property settlement agreement executed by both parties on the 7th day of November, 1974, upon the testimony of the complainant and two corroborating witnesses in open Court, upon statement of counsel for complainant, and upon the whole record in this cause; from all of which it appears that the complainant, Bobby Ray Binkley is entitled to an absolute divorce from the defendant, Anita Louise Wirick Binkley on the grounds of cruel and inhuman treatment; that the interest of the defendant, Anita Louise Wirick Binkley in the home of the parties located at 2929 McGavock Pike, in Nashville, Davidson County, Tennessee should be divested out of her and vested in the complainant for his sole and separate estate; that the property settlement agreement executed by the parties on the 7th day of November, 1974 should be approved and made a part of this decree and that the costs of this cause should be adjudged against the defendant;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the complainant, Bobby Ray Binkley, be and is hereby granted an absolute divorce from the defendant, Anita Louise Wirick Binkley on the grounds of cruel and inhuman treatment; that the interest of the defendant, Anita Louise Wirick Binkley in the property located at 2929 McGavock Pike in Nashville, Davidson County, Tennessee be, and the same

is hereby divested out of her and vested in the complainant, Bobby Ray Binkley for his sole and separate estate, described as follows:

> LAND in Davidson County,Tennessee, being Lot No. 225 on the Plan of Section 2 of Sunset View, of record in Book 2663, page 52, Register's Office for Davidson County, Tennessee, being more particularly described as follows:
>
> BEGINNING at a point in the South margin of Ridgeland Drive at the corner of Lots Nos. 225 and 226; thence with the line between said Lots southeasterly 197.93 feet to a corner of Lot No. 224; thence with the line between Lots 224 and 225, northeasterly 218.1 feet to the westerly margin of McGavock Pike; thence with the margin of said Pike northwesterly 150 feet to the beginning of a curve; thence around said curve Westerly 31.24 feet to the southerly margin of Ridgeland Drive thence with the margin of the same, southwesterly 155 feet to the point of beginning and being the same real property conveyed to Bobby Ray Binkley and wife, Anita Louise Binkley by deed from William R. Foster and wife, Jean W. Foster of record in Book 4695, page 957, Register's Office for said County.

and it is further ORDERED, ADJUDGED and DECREED that the property settlement agreement executed by the parties on the 7th day of November, 1974 be and is hereby approved and made a part of this decree by copying herein as follows:

PROPERTY SETTLEMENT AGREEMENT

BY AND BETWEEN Bobby Ray Binkley, hereinafter called the husband, and Anita Louise Wirick Binkley, hereinafter called the wife on this the 7th day of November, 1974.

WHEREAS, the parties hereto are man and wife but the husband is contemplating the filing of a bill for an absolute divorce on the grounds of cruel and inhuman treatment and the parties, as evidenced by their signatures hereto have reached agreement on certain matters with respect to a settlement of property rights between them;

NOW, THEREFORE, the parties hereto do agree as follows:

1. The husband shall receive the home of the parties located at 2929 McGavock Pike in Nashville, Davidson County, Tennessee together with all of the household furnishings and furniture located therein at the present time, the wife having previously taken such items of personalty as she desires; and, as

a part of the final decree of the Court shall divest the interest of the wife in such real property and personal property out of her and vest the same in the husband for his sole and separate estate.

2. It is agreed that the husband shall continue to pay the second mortgage note on the home of the parties to the wife's mother but at a reduced rate of $50.00 per month instead of $75.00 per month and that, in order to better secure the repayment of said note the husband shall make an assignment of so much of his life insurance proceeds as shall be necessary to some party as trustee or to the wife's mother, all as shall be necessary in order to insure that in event the husband should die prior to paying off said loan, the balance of said loan shall be repaid to the wife's mother.

3. The husband shall retain the 1969 Ford LTD which he is presently driving and the wife shall immediately execute such papers as are necessary in order to transfer any interest in the same which she may have unto the husband.

4. It is further agreed that the wife shall pay the following joint bills of the parties and be responsible for them and shall hold the husband harmless with regard and respect thereto: the bill at Sears & Roebuck in the approximate amount of $136.00; the Mastercharge bill in the approximate amount of $362.00; the Western Auto bill in the approximate amount of $418.00 and the Homeway Furniture bill in the approximate amount of $560.00.

5. It is further agreed that the husband shall pay the rest of the joint bills which have been disclosed to him

as of the date of execution of this agreement but no fuuther or otherwise.

6. It is further agreed that from and after the date of this agreement neither party shall use the credit of the other party without the express written permission of that party in advance.

7. Neither party shall seek support or alimony from the other party and each party shall pay his or her own attorney's fees with regard to any divorce between the parties.

8. This property settlement agreement shall be made a part of any final decree of divorce entered into between the parties and it shall be binding upon the parties, their heirs and assigns forever.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS on this the day, month and year first above written.

s/ Bobby Ray Binkley

s/ Anita Louise Wirick Binkley

and it is further ORDERED, ADJUDGED and DECREED that the cost of this cause be adjudged against the defendant, Anita Louise Wirick Binkley, for which let execution issue if necessary.

J. WILLIAM RUTHERFORD, JUDGE 2-19-75

Approved for entry by:

John G. Doak

John G. Doak, Attorney for Complainant, Bobby Ray Binkley

CERTIFICATE

I certify that I have mailed a copy of this decree to the defendant Anita Louise Wirick Binkley at her last known address on this the 19th day of February, 1975.

John G. Doak

John G. Doak

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IDENTIF. REFERENCE

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REGISTER
DAVIDSON COUNTY, TENN.

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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* Bobby Ray Binkley *Plaintiff, and* Anita Louise Hurick Binkley *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* 24 *day of* February *in the year one thousand nine hundred and* 77 *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature], *D. C.*

Form #GR-117