102c/1880

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARY LETITIA BUSH BASSEL,

Plaintiff

VS.

JOHN BURR BASSEL,

Defendant

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NO. 83924

Map: 42-13
Par: 64

FINAL DECREE

This cause came on to be heard on December 17, 1976, before the Honorable Benson Trimble, Judge, upon the Plaintiff's complaint for absolute divorce, personal service having been had on the Defendant and pro confesso duly entered, the evidence presented by the Plaintiff and witnesses in open Court, presentation to the Court of a Property Settlement Agreement entered into between the parties, and submitted to the Court for approval, and the representations of counsel for both parties. Thereupon, the Court took the matter under advisement for the presentation of additional testimony on behalf of the Plaintiff which was subsequently submitted by Interrogatories and, on December 29, the Court found that the Defendant herein had been guilty of such cruel and inhuman treatment or conduct toward the Plaintiff as rendered further cohabitation between the parties unsafe and improper, and that she should be restored to all the rights and privileges of an unmarried person.

The Court is further of opinion that the terms of the Property Settlement Agreement entered into between the parties is fair, just and proper, and in the best interests of the minor children of the parties, and that the same should be approved by the Court and incorporated herein.

The terms of the Property Settlement Agreement approved by the Court are as follows:

1. The wife will obtain an uncontested divorce.

2. The husband will make payments of $800.00 per month for child support and $200.00 per month as alimony, making in all the sum of $1,000.00 per month. Said sum shall be payable in equal

installments of $500.00 each, due and payable to the Plaintiff on the 1st and 15th of each month.

3. The plaintiff will retain the home of the parties and the husband will execute the appropriate legal documents to convey any right, title, and interest which he may have in said property.

4. The parties have previously divided the personal property, and each shall retain possession of those items of personalty previously taken by each.

5. Each party will retain possession and responsibility for the automobile which he or she has in his or her possession at the time of the entry of this Decree.

6. Plaintiff will have the exclusive care, custody and control of the minor children of the parties, with the husband having visitation rights with said children on every third weekend commencing January 15, 1977, from 5:30 P. M. on Friday until 5:30 P. M. on Sunday; the defendant will pick up the children at the home of the plaintiff's mother and deliver them to the home of the plaintiff's mother at the conclusion of his visitation. Defendant will have visitation rights on Thanksgiving and Christmas day between 2:00 P. M. and 5:00 P. M.; Christmas and Thanksgiving visitations as set out herein shall supersede the weekend visitation when either holiday falls on a weekend during which the defendant would have visitation rights.

7. The defendant will pay the sum of $500.00 in attorney's fees to Don R. Binkley, plaintiff's attorney, on or before January 31, 1977.

8. The plaintiff will have no interest of any kind, financial or otherwise, in the medical practice of the defendant.

9. The parties hereto agree and acknowledge that this Agreement is entered into by each of them with full knowledge on the part of each of them of the extent and probable value of all property and estate of the parties, jointly and personally, and each of the parties hereby forever releases and surrenders all of his or her right, title and interest, marital or otherwise, in and to all of the estate, whether real, personal, or mixed, tangible or intangible, now owned or hereafter acquired of or by the other party, except as he or she may be bound by the promises and covenants

contained in this Agreement. BOOK 5141 PAGE 49

10. The parties agree that this Agreement, when approved by the Court, shall be incorporated in and made a part of any decree of divorce which may be entered in this cause.

The Court further finds that the Defendant should pay the costs of this cause, for which execution may issue if necessary.

All of the above is ORDERED, ADJUDGED AND DECREED accordingly.

Enter this 11 day of January, 1977.

Judge

APPROVED FOR ENTRY:

GRACEY, MADDIN, COWAN & BIRD

BY: Don R. Binkley

Don R. Binkley, Attorney for Plaintiff

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing instrument has been served on the Defendant herein by mailing a true and exact copy, with postage prepaid, to Mr. Jim H. Wachter, 400 Gallatin Road, North, Madison, Tennessee 37115, counsel of record for the Defendant, this 4th day of January, 1977.

Don R. Binkley

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IDENTIF. REFERENCE

APR 28 11 00 AM '77

FELIX A. MILLER, REGISTER
DAVIDSON COUNTY, TENN.

1-11-77 102C/1880

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~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Mary Letitia Bush Bassel *Plaintiff, and* John Burr Bassel *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* 28th *day of* Apr. *in the year one thousand nine hundred and* 77 *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Louise Bates, *D. C.*

Form #GR-117