Map 83-4
Par 30

8-277
141-2125

DOLPHA JOE BEASLEY] IN THE FIRST CIRCUIT COURT OF
DAVIDSON COUNTY, TENNESSEE

VS.]

NO. 85639

SANDRA STOVER BEASLEY]

BOOK 5161 PAGE 64

D E C R E E

This cause came on to be heard on this the 7th day of March, 1977, before the Honorable J. William Rutherford, Judge, Division I, Circuit Court of Davidson County, Tennessee, upon the original petition of the plaintiff, personal service had upon the defendant, and default judgment subsequently taken, the defendant having failed to answer within the time allowed by law. From the testimony of the plaintiff, his corroborating witnesses, statement of counsel, and from the entire record of this cause, the Court is of the opinion that the plaintiff did successfully sustain his grounds for divorce, that is, that the defendant has been guilty of such cruel and inhuman treatment towards him as renders further cohabitation unsafe and improper.

It is, therefore, ORDERED, ADJUDGED and DECREED that the plaintiff, Dolpha Joe Beasley, is awarded an absolute divorce from the defendant, Sandra Stover Beasley, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. Plaintiff is restored to all the rights and privileges of an unmarried person.

It further appearing that a property settlement agreement had been entered into by and between the parties, and that the same was submitted to the Court for the Court's ratification, and the Court having ratified said agreement, it is accordingly ORDERED, ADJUDGED and DECREED that the same shall become a part of this the final decree, and as follows:

PROPERTY SETTLEMENT AGREEMENT

This agreement entered into by and between Dolpha Joe Beasley, hereinafter known as "Husband", and Sandra Stover Beasley, hereinafter known as "Wife"; and

WHEREAS, Husband has caused to be filed in the Circuit Court of Davidson County, Tennessee, a petition for absolute divorce; and

WHEREAS, at this time, both parties desire to enter into certain agreements pertaining to a division of the parties' property and pertaining to questions involving the custody, visitation rights and support of the minor children, but that in so doing, neither acquiesces in or agrees that the other may or may not obtain a divorce, but solely for the purpose of settling the aforedescribed matters, the parties agree as follows:

(1) That the custody of the two minor children, Scott and Stacie, will be vested in the Wife, but with the right and privilege of the Husband to see and visit said children at all reasonable times and places.

(2) That as support for the minor children, the Husband will pay to the Wife the total sum of $40.00 per week.

(3) That the Husband will sign over to the Wife absolute title to the Dodge Coronet automobile now in her possession.

(4) That the household furnishings located at the home of the parties on 2103 Rosecliff Drive will be divided in accordance with an agreement reached between the parties.

(5) That Wife will surrender to the Husband all of her right, title and interest in and to the home of the parties located at 2103 Roseclift Drive, but with the understanding that the Husband will assume sole responsibility for all future payments thereon, and will hold Wife harmless from any further obligation.

It is further agreed by and between the parties that in the event that the Husband is successful in prosecuting his action for a divorce in the Circuit Court of Davidson County, Tennessee, that this property settlement agreement will be submitted to the Court for ratification by the Court, and if acceptable to the Court, will be made a part of the final decree to be entered in this cause.

It is further agreed and understood that this agreement covers a full and final settlement in respect to the matters set forth hereinabove and by and between the parties.

This 21st day of December, 1976.

Dolpha Joe Beasley

Dolpha Joe Beasley, "Husband"

Sandra Stover Beasley

Sandra Stover Beasley, "Wife"

Witness

Witness

It is further ORDERED, ADJUDGED and DECREED that the custody of the minor children, Scott and Stacie, will be vested in the defendant, with the right and privilege of the plaintiff to see said children at all reasonable times and places. As support for said aforementioned children, the plaintiff will pay directly to the defendant by check or money order the sum of $20.00 per child per week. The defendant shall be enjoined from removing said children from the jurisdiction of the Court, other than for normal vacation purposes. Each party will be permitted to claim one child as a dependent for income tax purposes.

It is further ORDERED, ADJUDGED and DECREED that the plaintiff will transfer to the defendant all of his right, title and interest in and to a Dodge Coronet automobile now in the possession of the defendant, and plaintiff shall execute such documents as may be necessary to effect said transfer.

All of defendant's right, title and interest in and to certain real property now owned by the parties as tenants by the entirety and located at 2103 Rosecliff Drive, as is now vested in the defendant shall be divested from the defendant, and said property shall hereinafter become the property of the plaintiff in fee simple. Said property is more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 7, Corder Heights, as of record in Book 1835, page 77, Register's Office for said County.
>
> SAID Lot No. 7 fronts 80 feet on the northerly side of Rosecliff Drive and runs back 167 feet on the westerly line and 195.8 feet on the easterly line to a dead line in the rear, on which it measures 45 feet.

BEING the same property conveyed to Dolpha Joe Beasley and wife, Sandra Kay Beasley, by deed from Mary Leona Dunn, of record in Book 4140, page 911, Register's Office, Davidson County, Tennessee.

The plaintiff will hold defendant harmless from any further financial responsibility in regard to said aforementioned property.

JUN 20 77 MISC 3* 10.00 * 10.00

The defendant shall pay the costs of this cause, for which execution may issue, if necessary.

Entered this 8 day of March, 1977.

E09776

IDENTIF. REFERENCE

JUN 20 10 05 AM '77

REGISTER DAVIDSON COUNTY TENN.

William Morford

JUDGE

APPROVED FOR ENTRY:

Jack Norman

Jack Norman, Jr., Attorney for Plaintiff

I certify that I have mailed a copy of this Decree to the defendant, Sandra Stover Beasley, % BCA Realtors, 3016 Hedrick Street, Nashville, Tennessee 37203, this 7th day of March, 1977.

Jack Norman

Attorney

3-7-77

14B/210-S

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* Dolpha Joe Beasley *Plaintiff, and* Sandra Stover Beasley *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* June *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.*