8-15-77
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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CONSTANCE ANN RIDLEY, *

Plaintiff * NO. 86217

VS. *

DOUGLAS LEO RIDLEY, *

Defendant *

O R D E R

This cause came on to be heard on the ____ day of August, 1977, before the Honorable Benson J. Trimble, Judge for the Fourth Circuit Court of Davidson County, Tennessee, upon interrogatories submitted by the plaintiff and witnesses, written statement of counsel and the entire record from all of which this Court is of the opinion that the defendant, Douglas Leo Ridley, has been guilty of such cruel and inhuman treatment or conduct toward the plaintiff, Constance Ann Ridley, as renders further cohabitation unsafe and improper.

It is, therefore, ORDERED, ADJUDGED and DECREED that the plaintiff, Constance Ann Ridley, is granted an absolute divorce from the defendant, Douglas Leo Ridley, and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the property settlement agreement entered into by and between Constance Ann Ridley and Douglas Leo Ridley on July 30, 1977, be and is hereby incorporated by reference into this order which property settlement agreement includes among other matters the following all of which is ORDERED, ADJUDGED and DECREED by this Court.

1. Personal effects. All items of personal effects such as but not limited to clothing, jewelry, luggage, etc. shall become the absolute and sole property of that party who has the principal use thereof or to whom the property was given or for whom it was purchased and each party hereby surrenders any interest he or she may have in such tangible personal property of the other.

2. Real Property. All right, title and interest of the defendant in the hereinafter described parcel of land owned by the

parties shall be vested out of the defendant and vested solely in the plaintiff free of all claims and demand of the defendant, but the plaintiff shall assume and shall hold the defendant harmless from the mortgage secured by said property. This land is a parcel of land in Davidson County, Tennessee, and more particularly described as follows:

> BEING Lot No. 331 on the Plan of Section II, Parkwood Estates, of record in Book 3300, page 5, Register's Office for said County.
>
> SAID Lot No. 331 fronts 100 feet on the southeasterly side of Wilmoth Court and extends back 128.8 feet on the northeasterly line and 87.8 feet on the southwesterly line to a dead line in the rear on which it measures 70.4 feet.
>
> BEING the same property conveyed to Thomas E. Hemmerly and wife, Beverly L. Hemmerly, by deed from Davidson Associates, Inc., as of record in Book 3286, page 267, said Register's Office.

3. Furniture. All furniture shall be the separate property of the plaintiff.

4. Child Support. The defendant agrees to pay to the plaintiff child support in the amount of $100.00 per month for each child in the legal custody of the plaintiff which support payments shall continue until each such child of the parties reaches 18 years of age. These payments shall be made in the following manner: one-half of the total amount ($50.00 for each child) on the first day of each month and the remainder ($50.00 for each child) on or before the 15th day of that same month.

5. Custody of Children and Visitation. The plaintiff shall have sole custody and control of the children, Kevin LaVall Ridley and Darryl Keith Ridley, subject to reasonable visitation rights vested in the defendant.

6. Automobiles. The 1970 Impala Chevrolet shall be the separate property of the plaintiff free from any claim by the defendant. The 1974 Chevrolet truck and the 1968 Malibu Chevrolet shall be the separate property of the defendant free from any claim by the plaintiff.

7. Alimony. The defendant agrees to pay plaintiff the sum of $150.00 a month until the plaintiff dies or remarries. This

payment shall be made in the following manner: one-half of the total amount ($75.00) on the first day of each month and the remainder ($75.00) on or before the 15th day of that same month.

8. Attorney's Fees. The defendant agrees to pay the plaintiff's attorneys, Chambers & Wiseman, the sum of $350.00 for their representation of plaintiff in this matter.

9. Court Costs. Defendant agrees to pay the costs of the action now pending in the Fourth Circuit Court for Davidson County, Tennessee. For all of the items ordered by and through the property settlement agreement to include the court costs of this action, execution may issue, if necessary.

Dated:

JUDGE

8-15-77

APPROVED FOR ENTRY:

CHAMBERS & WISEMAN

George C. Paine, II
Attorneys for Plaintiff,
Constance Ann Ridley

I certify that a copy of the foregoing order has been sent to the defendant, Douglas Leo Ridley, at his last known address.

George C. Paine, II

mail to: George C. Paine II - Chamber, Wisconsin
12th Fl. First American Center
Nashville, Tenn.

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

105B/1217

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* CONSTANCE ANN RIDLEY *Plaintiff, and* DOUGLAS LEO RIDLEY *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* September *in the year one thousand nine hundred and* Seventy-seven *and in the* 202nd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*

Form #GR-117