Map. 162-9-A
Par. 21

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IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SANDRA ROADEN LEDFORD, Plaintiff, -vs- THOMAS ERVIN LEDFORD, Defendant.	)	NO. 83260

FINAL DECREE

This cause came on to be heard on the 14th day of December, 1976, before the Honorable Joe C. Loser, Jr., Judge of the Third Circuit Court for Davidson County, Tennessee, on plaintiff's original complaint for absolute divorce. The Court allowed plaintiff to submit her testimony and that of her corroborating witnesses by interrogatories.

After the Court's consideration of the interrogatories, the Court is of the opinion that the defendant, Thomas Ervin Ledford, has been guilty of such cruel and inhuman treatment towards the plaintiff as renders further cohabitation unsafe and improper for her to remain under his dominion and control.

IT IS, THEREFORE, ORDERED, ADJUDGED, and DECREED by the Court that the plaintiff, Sandra Roaden Ledford, be and is hereby awarded an absolute divorce from the defendant and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved and plaintiff is restored to all the rights and privileges of an unmarried person, including the restoration of her maiden name, Roaden.

And it further appearing to the Court that the parties hereto have entered into a Property Settlement Agreement, which is stated as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 7th day of December, 1976, by and between SANDRA ROADEN LEDFORD, hereinafter referred to as the "Wife", and THOMAS ERVIN LEDFORD, hereinafter referred to as the "Husband", both citizens and residents of Davidson County, Tennessee.

W I T N E S S E T H :

WHEREAS, the parties were married on September 2, 1967; and

WHEREAS, the parties own certain real and personal property; and

WHEREAS, certain differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as man and wife, and they are now living separate and apart from each other; and

WHEREAS, there is presently pending in the Third Circuit Court of Davidson County, Tennessee, a Petition for Absolute Divorce filed by Sandra Roaden Ledford and against Thomas Ervin Ledford, under Docket No. 83260; and

WHEREAS, it is the desire of both parties finally and for all time to determine and settle their property rights, and all rights of support and maintenance of the Wife by the Husband, and all dower and homestead rights and all other rights of whatever description existing between the parties arising out of the marital relationship;

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows, to-wit:

1. The Wife shall be allowed to obtain a divorce uncontested.

2. Each party shall maintain the items of personal property in their possession at this time.

3. The Husband and the Wife agree that all interest which Husband has in the condominium owned by the parties to this cause, located at 5510 Country Drive, #21, Nashville, Davidson County, Tennessee, be divested out of the defendant and vested in the plaintiff for her sole and separate use, a better description of which is as follows, to-wit:

> Being Townhouse No. 21 on the Plan of Hickory Valley Condominiums, Phase 2, of record in Book 4460, page 133, Register's Office, Davidson County, Tennessee, to which plan reference is here made for a more complete and accurate description of said property.

4. The Husband and the Wife agree that Wife shall have the sole possession and ownership of all furniture and furnishings in the condominium apartment located at 5510 Country Drive, #21, with the exception of all den furniture which is presently in the physical possession of the Husband.

5. The Husband agrees that he will pay the following bills which the parties have incurred and hold the Wife harmless for all said indebtedness: Note at First American National Bank, GMAC, Bradford's, life insurance premiums, American Express Card, Master Charge, Cain-Sloan, Levy's, Dr. Ross, Dr. Witthauer, Corner Drugs, Beaman Pontiac, MTSU, and Mutual of New York.

6. The Wife further agrees that she will be responsible for the following indebtedness and will further agree to hold the Husband harmless on all said indebtedness, which are as follows: The first mortgage on the condominium apartment owned by the parties at Murphree Mortgage Company, The Bank of Goodlettsville, Cain-Sloan, electricity, gas, phone, maintenance, and Orkin debts which are associated with the use and ownership of the condominium apartment, Lee's Apothecary, paper, Rich-Schwartz, Daffa Down, her Bank Americard bill, Medic Count, Union 76, automobile insurance, and home insurance.

7. The Husband further agrees to pay alimony in futuro directly to the Wife in the amount of One Hundred Fifty Dollars ($150.00) per month for a period of one (1) year, said payments to commence on the 1st day of January, 1977.

8. The Husband agrees to pay the Wife's attorney of record, Joe P. Binkley, Jr., the sum of Four Hundred Dollars ($400.00) attorney's fee, receipt of which is hereby acknowledged.

9. The Husband agrees to pay the Wife's Homeowner's insurance for the next six (6) months, through August, 1977. Husband further agrees to pay Wife's automobile insurance for one (1) full year, commencing January, 1977.

10. The Husband agrees to remove himself from the home of the parties on or by November 1, 1976, and further agrees to pay the mortgage payment for the months of November and December, 1976.

11. The Wife desires, and the Husband agrees that Wife shall have total possession and use of the family dog and cat.

12. The Wife desires, and the Husband agrees that Wife should be restored to her maiden name of "Roaden".

13. Husband and Wife agree that if they file a joint tax return for the year 1976, that Husband will pay any deficit incurred, and if, in fact, there is a surplus, he will divide same equally with Wife.

14. Husband further agrees that Wife be made beneficiary of his Twenty Five Thousand Dollar ($25,000.00) life insurance policy, said beneficiary remaining unchanged as long as both Husband and Wife remain unmarried.

15. The parties agree that within thirty (30) days from the date of the divorce, they shall execute any and all instruments necessary to convey title to the personal property or real property belonging to the parties.

16. It is further understood and agreed that this agreement shall in no way restrict either party's right to maintain any

suit for divorce, and it shall in no way restrict either party's right to make a defense to such suit. It is further understood and agreed by and between the parties that in the event a suit is filed and a divorce is granted, this instrument shall be incorporated in the divorce decree insofar as it undertakes to settle the matter of alimony and the property rights of the parties hereto.

17. It is further understood and agreed that this property settlement agreement is intended to be a final settlement agreement of the property rights of the respective parties hereto and is a full discharge for all claims arising out of their marital relationship and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, alimony and support, right to act as administrator or executor of the other's estate and this agreement applies to all property now owned by the Husband and the Wife, or any property that either of them may acquire in the future.

18. Each of the parties hereto covenants with the other that from this date forward neither will contract any indebtedness upon the credit of the other, and that if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

19. This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, and assigns.

20. The Wife accepts the provisions of this agreement in full and final settlement of all claims and demands for alimony or for any other provision for support and maintenance for herself

and fully discharges the Husband from all such claims and demands except as is provided in this agreement.

21. It is further understood and agreed by and between the parties that this property settlement agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any other reason not herein stated. The provisions in this agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the said parties have, having read this instrument and familiarized themselves with its contents, signed and executed this instrument on the date and day above written.

SANDRA ROADEN LEDFORD, Wife

Witnessed:

THOMAS ERVIN LEDFORD, Husband

The Court finds that the above agreement is proper in all respects and it is further ORDERED, ADJUDGED, and DECREED by the Court that the Property Settlement Agreement heretofore entered into by the parties to this cause is in all things RATIFIED, APPROVED, and CONFIRMED by the Court, and is made a part of this Decree for all purposes contained therein.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED by the Court that the costs of this cause be and are hereby adjudged against the defendant, Thomas Ervin Ledford, for which let execution issue, if necessary.

ENTERED this the _____ day of December, 1976.

JUDGE

12/15/76

Enter This 16 Day of Dec, 1976

JOE P. BINKLEY, JR.
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been forwarded to Mr. Thomas Ervin Ledford, Defendant, c/o Tennessee Housing Development Agency, United American Bank Building, Nashville, Tennessee, this the _____ day of December, 1976.

JOE P. BINKLEY, JR.

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IDENTIF. REFERENCE

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DEC 6 1 59 PM '77

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

DEC-6R MISC 8* 16.00 * 16.00

File BOX 7

110B/1451

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 *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* SANDRA ROADEN LEDFORD *Plaintiff, and* THOMAS ERVIN LEDFORD *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* 6TH *day of* December *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