IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARCIA JEAN CROSSLIN BAYERS,
Plaintiff

VS.

EDWARD HOWARD BAYERS, SR.,
Defendant

NO. 87662

11-3-77
1120 | 3371

BOOK 5230 PAGE 596

FINAL JUDGMENT AND DECREE

This cause came on for hearing before the Honorable Joe C. Loser, Judge, on October 18, 1977, upon the issues of absolute divorce, alimony and property settlement. The Court finds in reviewing the record of this case that the plaintiff filed her complaint on June 6, 1977, and charged irreconcilable differences as one of the grounds for divorce. The defendant was personally served with process in this case and he duly filed an answer to the complaint in which he admitted that the parties have great irreconcilable differences. The defendant also filed a cross-bill in this case in which he charged irreconcilable differences and the plaintiff in her answer to the cross-bill admitted irreconcilable differences. The plaintiff appeared at the hearing on this case and the defendant did not appear. During the course of this hearing the Court was presented with a written agreement dated September 23, 1977, and signed by the parties and their respective counsel. This agreement makes provision for the settlement of rights between the parties and recites the fact that the son of the parties has now reached the age of 18 years and consequently, no provision is made in the agreement for the custody or support of this son because he is now an adult with full capacity. This agreement is set forth verbatim as follows:

PROPERTY SETTLEMENT AGREEMENT

This agreement is made and entered into on this the 23rd day of September, 1977, by and between MARCIA JEAN CROSSLIN BAYERS, hereinafter referred to as MRS. BAYERS, and EDWARD HOWARD BAYERS, SR., hereinafter referred to as MR. BAYERS, both of whom are residents of Nashville, Davidson County, Tennessee,

W I T N E S S E T H :

WHEREAS, the parties hereto are husband and wife and they have encountered marital difficulties which are of a great and irreconcilable nature; and

WHEREAS, there is now pending an action for absolute divorce between the parties in the Courts of Davidson County, Tennessee; and

WHEREAS, the parties hereto are mutually desirous of adjusting certain rights between themselves;

NOW, THEREFORE, in consideration of the matters and things set forth above and other sufficient consideration, the parties hereto mutually agree as follows:

1. The legal title to the house and property located at 3053 Boulder Park Drive, Nashville, Tennessee, is in the names of MR. AND MRS. BAYERS as tenants by the entirety pursuant to deed of record in Book 4684, page 274, Register's Office for Davidson County, Tennessee. As part of this property settlement, MR. BAYERS agrees that upon the termination of this marriage by divorce, said house and property will become the property of MRS. BAYERS alone in fee simple absolute. MR. BAYERS agrees to continue to make the monthly mortgage payments on this house and property until the divorce decree becomes final and at that point in time MRS. BAYERS will have the mortgage of record in Book 4035, page 937, Register's Office for Davidson County, Tennessee, with its existing escrow and she will be responsible for and will make the monthly mortgage payments on said mortgage. It is agreed that MR. BAYERS will be entitled to any tax deductions for payment of interest and taxes paid as part of the monthly mortgage payment for all of the monthly mortgage payments that he pays; and MRS. BAYERS will be entitled to any tax deductions for payment of interest and taxes paid as part of the monthly mortgage payment for all mortgage payments that she pays after that point in time when the divorce decree becomes final. This house and property located at 3053 Boulder Park Drive currently is insured against fire or other hazard loss or damage, and MR. BAYERS agrees to cause and pay for the continuance of this insurance coverage in MRS. BAYERS' name during the current policy period or to provide and pay for equivalent insurance coverage in MRS. BAYERS' name during the current policy period with any insurance premium refund belonging to MR. BAYERS. MR. BAYERS agrees to make all repairs to this house and property required by MRS. BAYERS, and he agrees to have this completed and paid for by the time the divorce decree becomes final. MR. BAYERS agrees to have the interior of this house painted with white paint and to have the carpets professionally cleaned, all of which is to be completed and paid for by the time the divorce decree becomes final.

2. MR. BAYERS agrees to move out of the house and property located at 3053 Boulder Park Drive, Nashville, Tennessee, immediately upon the signing of this property settlement agreement.

3. As a further part of this property settlement, MR. BAYERS agrees that upon the termination of this marriage by divorce, all of the household furnishings, furniture, fixtures and appliances located at the home of the parties at 3053 Boulder Park Drive will become the property of MRS. BAYERS alone in fee simple absolute, provided, however that any and all furniture and furnishings belonging to MR. BAYERS prior to this marriage shall remain his and provided further that the recliner chair, the large television set, and the small round table and two kitchen chairs shall become the property of MR. BAYERS alone in fee simple absolute. MR. BAYERS further agrees that upon the termination of this marriage by divorce, all outside furniture located at 3053 Boulder Park Drive shall become the property of MRS. BAYERS alone in fee simple absolute. MR. BAYERS further agrees that upon the termination of this marriage by divorce, the gas grill and one power riding lawnmower and one power push lawnmower located at 3053 Boulder Park Drive shall become the property of MRS. BAYERS alone in fee simple absolute.

For purposes of identification, it is stated that all of the furniture and furnishings received by MR. BAYERS from MR. BAYERS' mother does and will continue to belong to MR. BAYERS alone in fee simple absolute, and that the china cabinet which was given to MRS. BAYERS by MR. BAYERS' mother does and will continue to belong to MRS. BAYERS alone in fee simple absolute.

4. MR. BAYERS agrees to pay all utility bills on the property located at 3053 Boulder Park Drive, Nashville, Tennessee, including, but not limited to gas, electricity, water and sewerage, telephone and garbage pickup, for a period of ninety (90) days after this agreement is signed.

5. MR. BAYERS agrees to pay all dentist bills incurred by MRS. BAYERS prior to the divorce decree becoming final.

6. The legal title to the house and property located at 3052 Boulder Park Drive, Nashville, Tennessee, is in the names of MR. AND MRS. BAYERS as tenants by the entirety pursuant to deed of record in Book 4847, page 576, of the Register's Office for Davidson County, Tennessee. As further part of this property settlement, MR. BAYERS agrees that upon the termination of this marriage by divorce, said house and property will become the property of MRS. BAYERS alone in fee simple absolute. MR. BAYERS agrees to continue to make the monthly mortgage payments on this house and property until the divorce decree becomes final, and at that point in time, MRS. BAYERS will have the mortgage of record in Book 3810, page 946, Register's Office for Davidson County, Tennessee, with its existing escrow and she will be responsible for and will make the monthly mortgage payments on said mortgage. It is agreed that MR. BAYERS will be entitled to any tax deductions for payment of interest and taxes paid as part of the monthly mortgage payment for all of the monthly mortgage payments that he pays; and MRS. BAYERS will be entitled to any tax deductions for payment of interest and taxes paid as part of the monthly mortgage payments for all mortgage payments that she makes after the point in time when the divorce decree becomes final. This house and property located at 3052 Boulder Park Drive, Nashville, Tennessee, currently is insured against fire or other hazard loss or damage; and MR. BAYERS agrees to cause and pay for the continuance of this insurance coverage in MRS. BAYERS' name until the divorce decree becomes final. MR. BAYERS agrees to make any and all repairs to this property so as to make it suitable for renting, including but not limited to repairs to screens, doors, windows and plumbing, all of which is to be completed and paid for by the time that the divorce decree becomes final. MR. BAYERS agrees to notify the current tenants on this property to begin to make the monthly rental payments to MRS. BAYERS when the divorce decree becomes final, with the monthly rental payment for the month in which the divorce decree becomes final being pro rated between MR. BAYERS and MRS. BAYERS.

7. Upon the divorce decree becoming final, MRS. BAYERS agrees to protect and forever hold MR. BAYERS free and harmless from any and all claims for the two mortgage debts of record in Book 4035, page 937, and of record in Book 3810, page 946, both of record in the Register's Office for Davidson County, Tennessee.

8. MR. BAYERS agrees to return the large window air conditioner which belongs with the property located at 3053 Boulder Park Drive. This window air conditioner is to be returned to MRS. BAYERS at the 3053 Boulder Park Drive address on or before the time when the divorce decree becomes final.

9. The parties currently own many stocks, bonds, mutual funds, and other such savings or investment assets. As a further part of this property settlement, MR. BAYERS agrees upon the signing of this property settlement agreement to transfer to MRS. BAYERS and have issued in her name one-half of all of the stocks, bonds, mutual funds and other such savings or investment assets of the parties then in existence in whatever form, including but not limited to certificate form and shares on deposit in investment firm accounts and shares shown on the record of dividend agents and transfer agents.

10. As a further part of this property settlement MR. BAYERS agrees to purchase for MRS. BAYERS and to license and title in her name a new 1978 Buick Skylark Sports Rally automobile to be picked by MRS. BAYERS, including the color and all options thereon. MR. BAYERS is to pay for the purchase of this automobile including all initial servicing, licensing, car stickers, title costs, and all sales and other tax. This automobile shall be purchased by MR. BAYERS and titled in MRS. BAYERS' name on or before December 1, 1977. MR. BAYERS agrees to furnish to MRS. BAYERS an automobile and to maintain it in good running order until the new 1978 automobile is purchased and titled in MRS. BAYERS' name and delivered to her.

11. As a further part of this property settlement MR. BAYERS agrees to pay to MRS. BAYERS the sum of $750.00 as fees for her to pay to her attorneys of record in this case and the balance of

her attorneys fees will be paid by MRS. BAYERS. This sum of $750.00 will be paid to MRS. BAYERS immediately upon the execution of this property settlement agreement.

12. The legal title to the property located at 622 Hamilton Avenue in Nashville, Tennessee, is in the names of MR. AND MRS. BAYERS as tenants by the entirety pursuant to deed of record in Book 4783, page 887, of the Register's Office for Davidson County, Tennessee. As a further part of this property settlement, MRS. BAYERS agrees that upon the termination of this marriage by divorce, all of her title in said property will be vested in MR. BAYERS alone in fee simple absolute.

13. MR. BAYERS agrees to pay to MRS. BAYERS the sum of $200.00 per month as alimony in futuro for a period of time beginning with October 15, 1977, and ending on June 15, 1978, with the first payment being made on October 15, 1977, and the subsequent payments being made monthly thereafter on the 15th day of each and every month through the including the last payment which is to be made on June 15, 1978. This obligation is to be a binding obligation of the estate of MR. BAYERS if he should predecease MRS. BAYERS.

14. MR. BAYERS agrees to purchase from MRS. BAYERS all of her stock in the company known as Bayers Enterprises for the sum of Fifteen Hundred ($1,500.00) Dollars. This sum of $1,500.00 shall be paid to MRS. BAYERS immediately upon the execution of this property settlement agreement.

15. MR. BAYERS agrees to protect and forever hold MRS. BAYERS free and harmless from and indemnify MRS. BAYERS against any and all debts or claims of debts of the parties asserted by any person or entity, including all costs and expenses connected therewith, and MR. BAYERS agrees to pay all fees for her attorneys necessary to defend against such debts or claims of debts and/or to enforce this provision Number 15 of this agreement. This obligation is to be a binding obligation of the estate of MR. BAYERS if he should predecease MRS. BAYERS.

16. MR. BAYERS agrees to pay all of the court costs incurred in this cause.

17. There is no provision made in this agreement for the custody or child support for the child of the parties known as Richard Wayne Bayers, said child having reached the age of eighteen years during the pendency of this action and consequently he is now considered an adult.

It is understood and agreed that these presents contain the entire agreement between the parties hereto and that the parties intend that this agreement or pertinent portions thereof be incorporated in the final decree of divorce should the court see fit to decree a divorce between the parties and approve this property settlement, this agreement being conditioned on Court approval.

Nothing herein is intended nor should it be construed as infringing upon the prerogative of the Court having jurisdiction of this case, the sole and only purpose of this agreement being the mutual desire of the parties to adjust certain rights between themselves.

IN WITNESS WHEREOF, the parties have hereto set their hands on the day and date first above written, each retaining a signed copy hereof, the receipt of which is hereby acknowledged.

RUTHERFORD, CROCKETT & GUENTHER

BY: /s/ Stephen M. Trautman
Stephen M. Trautman
Attorneys for Plaintiff

/s/ Jack Norman, Jr.
Jack Norman, Jr.
Attorney for Defendant

/s/ Marcia Jean Crosslin Bayers
MARCIA JEAN CROSSLIN BAYERS, Plaint

/s/ Edward Howard Bayers, Sr.
EDWARD HOWARD BAYERS, SR., Defendar

The Court, having heard testimony of the plaintiff and further having heard the arguments of her counsel, is of the opinion that the parties to this marriage have great differences and that these differences are in fact irreconcilable and, accordingly, that the plaintiff is entitled to an absolute divorce from the defendant. The Court is further of the opinion that the terms of the agreement entered into by the parties on September 23, 1977, are an equitable settlement of the rights between the parties and that the terms of this agreement should be approved by the Court and incorporated into the final decree in this cause. The Court further is of the opinion and finds that the son of the parties has reached the age of 18 years and consequently he is an adult with full capacity and therefore no provision should be made for the custody and support of this son. The Court is also of the opinion that the cross-bill filed by the defendant should be dismissed.

WHEREFORE, IT IS, ORDERED, ADJUDGED AND DECREED BY THE COURT AS FOLLOWS:

1. The plaintiff, Marcia Jean Crosslin Bayers, is granted an absolute divorce from the defendant, Edward Howard Bayers, Sr., on the statutory grounds of irreconcilable differences and the plaintiff is restored to all the rights and privileges of an unmarried person.

2. The cross-bill filed by the defendant, Edward Howard Bayers, Sr., in this case is dismissed.

3. The settlement agreement entered into by the parties on September 23, 1977, the terms of which are set out above, is approved by the Court as an equitable settlement and all of the terms and requirements of said settlement agreement are explicitly made a part of this order and decree of the Court. Accordingly, all of the right, title and interest of the defendant in and to the house, buildings and property located at 3053 Boulder Park Drive, Nashville, Davidson County, Tennessee, hereinafter more specifically described, is divested out of the defendant, Edward Howard Bayers, Sr., and vested into the plaintiff, Marcia Jean Crosslin Bayers, in fee simple absolute. The property is specifically described in Book 4684, page 274, Register's Office for Davidson County, Tennessee, as follows:

96-14
par. 229

Land in Davidson County, Tennessee, being Lot No. 45 on the Plan of Hickory Bend, Section 3, of record in Book 3600, page 42, Register's Office for said county.

Said Lot No. 45 fronts 75 ft. on the southerly side of Boulder Park

Drive and runs back 163.3 ft. on the westerly side and 152.5 ft. on the easterly side to a dead line at the rear measuring 75.77 ft. thereon.

Being the same property conveyed to Edward H. Bayers, and wife, Jean Bayers, by deed from Clarence Edward Lyons and wife, Dora S. Lyons, of record in Book 4684, page 274, of the Register's Office for Davidson County, Tennessee.

NOTE: Edward H. Bayers and Edward Howard Bayers, Sr., is one and the same person.

NOTE: Jean Bayers and Marcia Jean Crosslin Bayers is one and the same person.

The defendant is ordered to make all repairs to this house and property and to have the house painted and the carpet cleaned as outlined in the written agreement of the parties, all of which is to be paid for by the defendant. The defendant is ordered to continue the existing fire or other hazard loss or damage insurance coverage on this house and property in the name of the plaintiff or to provide equivalent insurance coverage in the name of the plaintiff as outlined in the written agreement of the parties, all of which is to be paid for by the defendant. The defendant is ordered to vacate this house and property and the defendant is ordered to continue to make the monthly mortgage payments on the house and property as outlined in the written agreement of the parties, and thereafter the plaintiff will be responsible for the mortgage on this house and property as outlined in said written agreement of the parties.

Further, as outlined in the written agreement of the parties, all of the right, title and interest of the defendant in and to all of the household furnishings, furniture, fixtures and appliances located at the home of the parties at 3053 Boulder Park Drive, Nashville, Tennessee, is divested out of the defendant, Edward Howard Bayers, Sr., and vested into the plaintiff, Marcia Jean Crosslin Bayers, in fee simple absolute, provided, however, that the items listed in the written agreement in these catagories as going to Mr. Bayers shall remain with him as his property and all of the right, title and interest of the plaintiff in and to said items is divested out of the plaintiff and vested into the defendant in fee simple absolute.

Further, as outlined in the written agreement of the parties, all of the right, title and interest of the defendant in and to the gas grill and one power riding lawnmower and one power push lawnmower and all outside furniture located at the home of the parties at 3053 Boulder Park Drive is divested out of the defendant, Edward Howard

Bayers, Sr., and vested into the plaintiff, Marcia Jean Crosslin Bayers, in fee simple absolute.

Further, as outlined in the written agreement of the parties, the defendant is ordered to pay all utility bills on the property located at 3053 Boulder Park Drive, Nashville, Tennessee, including but not limited to gas, electricity, water and sewerage, telephone, and garbage pickup, to and through December 22, 1977.

Further, as outlined in the written agreement of the parties, the defendant is ordered to pay all dentist bills incurred by the plaintiff.

Further, as outlined in the written agreement of the parties, all of the right, title and interest of the defendant in and to the house, building and property located at 3052 Boulder Park Drive, Nashville, Davidson County, Tennessee, hereinafter more specifically described, is divested out of the defendant, Edward Howard Bayers, Sr., and vested into the plaintiff, Marcia Jean Crosslin Bayers, in fee simple absolute. This property is specifically described in Book 4847, page 576 of the Register's Office for Davidson County, Tennessee, as follows:

96-14 pa. 215

Land in Davidson County, Tennessee, being Lot No. 32 on the Plan of Hickory Bend Subdivision, Section III, as of record in Book 3600, page 42, Register's Office for said County.

Said Lot No. 32 fronts 75 feet on the northerly side of Boulder Park Drive and runs back 173 feet more or less, on the westerly line and 200 feet more or less on the easterly line to the center line of McCrory Creek on which it measures 75 feet.

Being the same property conveyed to Edward H. Bayers, and wife, Marcia J. Bayers, by deed from Teddy Ray Hollis and wife, Patricia Hollis, of record in Book 4847, page 576 of the Register's Office for Davidson County, Tennessee.

NOTE: Edward H. Bayers and Edward Howard Bayers, Sr., is one and the same person.

NOTE: Marcia J. Bayers and Marcia Jean Crosslin Bayers is one and the same person.

The defendant is ordered to continue to make the monthly mortgage payments on this house and property as outlined in the written agreement of the parties, and thereafter the plaintiff will be responsible for the mortgage on this house and property as outlined in said written agreement of the parties. The defendant is ordered to make all

repairs to this property as outlined in the written agreement of the parties, all of which is to be paid for by the defendant. The defendan is ordered to continue the existing fire or other hazard loss or damage insurance coverage on this house and property in the name of the plaintiff as outlined in the written agreement of the parties, all of which is to be paid for by the defendant. Further as outlined in the written agreement of the parties, the defendant is ordered to notify the current tenants on the property to begin to make monthly rental payments to the plaintiff, with the monthly rental payment for the month in which the divorce decree becomes final being

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pro rated between defendant and the plaintiff.

As set out in the written agreement of the parties, the plaintiff is ordered to protect and forever hold the defendant free and harmless from any and all claims for the two mortgage debts of record in Book 4035, page 937, and of record in Book 3810, page 946, both of record in the Register's Office for Davidson County, Tennessee.

Further, the defendant is ordered to return to the plaintiff the large window air conditioner which belongs with the property located at 3053 Boulder Park Drive as outlined in the written agreement of the parties.

Further, as outlined in the written agreement of the parties, the defendant is ordered to transfer to the plaintiff and have issued in the plaintiff's name one-half of all of the stocks, bonds, mutual funds and other such savings or investment assets of the parties in existence in whatever form, including but not limited to certificate form and shares on deposit in investment firm accounts and shares shown on the record of dividend agents and transfer agents.

As outlined in the written agreement of the parties, the defendant is ordered to purchase for the plaintiff and to license and title in the plaintiff's name a new 1978 Buick Skylark Sports Rally automobile to be picked by the plaintiff, including the color and all options thereon. The defendant is ordered to pay for the purchase of this automobile including all initial servicing, licensing, car stickers, title costs and all sales and other tax.

Further, the defendant is ordered to furnish to the plaintiff an automobile and to maintain it in good running order until the new 1978 automobile is purchased and titled in the plaintiff's name and delivered to her as outlined in the written agreement of the parties.

As outlined in the written agreement of the parties, the defendant is ordered to pay the plaintiff the sum of $750.00 as fees for her attorneys of record in this case and the balance of her attorney's fees will be paid by the plaintiff.

Further, as outlined in the written agreement of the parties, all of the right, title and interest of the plaintiff in and to the property located at 622 Hamilton Avenue in Nashville, Davidson County, Tennessee, hereinafter more specifically described, is divested out of the plaintiff, Marcia Jean Crosslin Bayers, and vested into the

defendant, Edward Howard Bayers, Sr., in fee simple absolute. This property is specifically described in Book 4783, page 887, of the Register's Office for Davidson County, Tennessee, as follows:

Being Lot No. 12 on the Map of W. D. Hamilton's Subdivision of Block 8 of the Hamilton Lands, as of record in Book 421, page 56, Register's Office for said County.

105-7 par. 239

Said Lot 12 fronts 75 feet on the northerly side of Hamilton Street and runs back between parallel lines, along the easterly margin of Hagan Street, 167.5 feet to the southerly margin of an alley.

Being the same property vested in Roscoe W. Hunter, executor under the will of Bessie Hutton Hunter, deceased, of record in Will Book 107, page 456, Probate Court of Davidson County, Tennessee, with full power to sell, transfer and convey without the joinder of any beneficiary.

Being the same property conveyed to Edward H. Bayers, and wife, Jean C. Bayers, by deed of record in Book 4783, page 887, of the Register's Office of Davidson County, Tennessee.

NOTE: Edward H. Bayers and Edward Howard Bayers, Sr. is one and the same person.

NOTE: Jean C. Bayers and Marcia Jean Crosslin Bayers is one and the same person.

The defendant is ordered to pay to the plaintiff the sum of $200.00 per month as alimony in futuro for a period of time beginning with October 15, 1977, and ending on June 15, 1978, with the first payment being made on October 15, 1977, and the subsequent payments being made monthly thereafter on the 15th day of each and every month through and including the last payment which is to be made on June 15, 1978. This obligation is a binding obligation on the estate of the defendant if he should predecease the plaintiff.

As outlined in the written agreement of the parties, the defendant is ordered to consumate his purchase from the plaintiff of all of her stock in the company known as Bayers Enterprises.

As outline in the written agreement of the parties, the defendant is ordered to protect and forever hold the plaintiff free and harmless from and indemnify the plaintiff against any and all debts or claims of debts of the parties asserted by any person or entity, including all costs and expenses connected therewith, and the defendant is ordered to pay all fees for the plaintiff's attorneys necessary to defend against such debts or claims of debts and/or to enforce this provision in this decree. This obligation is a binding obligation on the estate of the defendant if he should predecease the plaintiff.

All costs of this cause are assessed against the

defendant.

For all of the above, let execution issue if necessary.

Entered on this the ____ day of October, 1977.

JOE C. LOSER, JUDGE

11/3/77

APPROVED FOR ENTRY:

RUTHERFORD, CROCKETT & GUENTHER

Enter This 3 Day of Nov., 1977

BY: Stephen M. Trautman
Stephen M. Trautman
Attorneys for Plaintiff

DEC-7F MISC B* 22.00 * 22.00

CERTIFICATE OF SERVICE

I, Stephen M. Trautman, hereby certify that a true and correct copy of this Final Decree has been served upon the Hon. Jack Norman, Jr. attorney for the defendant, by hand delivering a copy of the foregoing Final Decree to the Hon. Jack Norman on this the 27th day of October, 1977.

Stephen M. Trautman

IDENTIF. REFERENCE

DEC 7 11 52 AM '77

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN.

E 40497

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* Maria Jean Crosslin Bayers *Plaintiff, and* Edward Howard Bayers, Sr. *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* 7th *day of* Dec. *in the year one thousand nine hundred and* 77 *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L. Bates, *D. C.*

28-77