162-3-148 KS

4-19-78

22A/360

BOOK 5286 PAGE 857

IN THE SIXTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

DONALD B. SEIGFREID, )
Plaintiff )
VS. ) NO. 90398
GERALDINE E. SEIGFREID, )
Defendant. )

FINAL DECREE

This cause came on for hearing on the 17th day of April, 1978, before the Honorable James M. Swiggart, Judge of the Sixth Circuit Court of Davidson County, Tennessee, upon the original complaint filed on January 9, 1978, for which personal service was had on Defendant, the sworn testimony of Plaintiff, submission of a properly executed property agreement as between the parties, statement of counsel, judgment by default, and the entire record herein.

From all of the above, it appears to the Court that Plaintiff has sustained his allegation that such irreconcilable differences exist between the parties as to make further cohabitation impractical and impossible.

It is, therefore, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the parties are hereby dissolved, and the Plaintiff, Donald B. Seigfreid, is hereby awarded an absolute divorce from Defendant, and he is hereby restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED AND DECREED that the Property Agreement signed by the parties on January

9, 1978, be and the same is hereby approved by the Court and set out in words and figures as follows:

PROPERTY AGREEMENT

This agreement is made and entered into this 9th day of January, 1978, by and between Geraldine E. Seigfreid (hereinafter referred to as "WIFE") of Nashville, Davidson County, Tennessee, and Donald B. Seigfreid (hereinafter referred to as "HUSBAND") of Nashville, Davidson County, Tennessee, to be effective on this day.

WITNESSETH:

WHEREAS, the parties hereto are HUSBAND and WIFE, having been married on May 15, 1954, at Plymouth, New Hampshire; and

WHEREAS, in recent months the parties have been experiencing difficulties with their marriage, and have no expectation of resuming marital relations; and

WHEREAS, it is the desire of the parties to enter into an agreement under which their respective financial and property rights, and all other respective rights, remedies, privileges, and obligations to each other, arising out of the marriage relation, or otherwise, shall be fully prescribed and bounded thereby; and

WHEREAS, the parties hereto each warrant and represent to the other that each of them fully understands all of the terms, covenants, conditions, provisions, and obligations incumbent upon each of them by virtue of this agreement to be performed by each of them hereunder, and each believes the same to be fair, just, and reasonable;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties herein contained, the

parties agree and covenant as follows:

## I. REALTY

HUSBAND hereby grants to WIFE all of his right, title, and interest in the family home at 341 Ash Grove, Nashville, Tennessee. WIFE shall pay off the note on this property.

The Fairfield Glade property, Lot 230, Section I, at Lake Pomeroy is to be sold, and the proceeds divided equally between the parties. HUSBAND will pay the note on this property until such time as it is sold.

## II. PERSONAL PROPERTY

Each party shall retain his own personal property consisting of jewelry, clothing, and other similar personal items.

WIFE shall receive the household furniture and furnishings of the parties now in her possession at 341 Ash Grove Drive except for the following, which shall become the property of HUSBAND: one color television, a bed, a dresser, and a bar.

Each party shall receive one-half of any income tax refund for the year 1977.

WIFE shall receive the 1969 Plymouth automobile.

HUSBAND shall receive the 1973 Chevrolet.

Neither parties shall make any claims on the personal property transferred herein to the other party.

The parties have divided all other personal belongings, personalty, and effects, and agree that each party shall retain full ownership and title to all personal property in his possession not listed above.

HUSBAND shall keep WIFE as beneficiary for $20,000 worth of life insurance, on his National Life & Accident

Insurance Company policy, Certificate No. 49503.

HUSBAND shall be entitled to the National Life Thrift Plan which is currently in his name.

## III. LIABILITIES

The parties agree to be liable for and solely accountable for the payment of the notes on the parties' real property as set forth in Article I above.

In addition HUSBAND shall be solely liable for the Third National Bank note, the Harpeth Bank note, the City Finance loan, the Vista charge card payments, and the Medicount payments.

WIFE will assume any liability on the charge cards at Penney's, Castner-Knott, and Sears.

WIFE will pay all her own dental bills and up to $200 per year on the children's dental bills. HUSBAND is responsible for all other dental bills. HUSBAND is further responsible for the children's medical bills for so long as they are listed as dependents on his company program.

Each party covenants at all times to keep the other party free, harmless, and indemnified of and from any and all debts, charges, and liabilities hereafter contracted by him or for his account.

## IV. CUSTODY OF CHILDREN AND CHILD SUPPORT

WIFE shall receive custody of the minor children of the parties, to wit: Robert E. Seigfreid, age 15, and Gregory P. Seigfreid, age 12, with all reasonable rights of visitation being awarded to HUSBAND.

HUSBAND will pay $100.00 per month for each of the above-named minor children. However, in February, 1980,

$25.00 per month will be added for each child under the provisions of this decree.

These child support payments will be made so long as the children are in school and living at home under WIFE'S maintenance, or while pursuing full-time higher education. These payments shall cease at such time as each child becomes emancipated. In addition to the above payments HUSBAND will try to make reasonable efforts to contribute to the expenses of the children's higher education.

## V. ALIMONY

WIFE shall receive $150.00 per month alimony. However, in February 1980, $50.00 per month will be added to said alimony payments. These alimony payments will be paid to WIFE for her lifetime or until such time as she remarries.

## VI. COMPLETE SETTLEMENT OF PROPERTY RIGHTS

Both parties understand that this agreement is subject to the approval of the Court in the event a divorce is granted to either party. However, in the event that a divorce is not granted to either party or the parties reconcile, this agreement shall be of no force and effect. If approved by the Court, the said agreement is a full, final, and complete settlement of the property rights as between the parties, and the same is entered into without any collusion between the parties, but solely of their own free will and accord.

**IN WITNESS WHEREOF, the parties have signed and acknowledged this agreement on the date first written above.**

/s/ Donald B. Seigfreid
HUSBAND

/s/ Ruby W. Davis
WITNESS

/s/ Mary L. George

/s/ Geraldine E. Seigfreid
WIFE

/s/ Ruby W. Davis
WITNESS

/s/ Mary L. George

It is further ORDERED AND DECREED that in accordance with the agreement set out herein, the real property located at 341 Ash Grove Drive, Nashville, Tennessee, is hereby awarded to the Defendant, Geraldine E. Seigfreid, in fee simple. Any right, title, or interest which Plaintiff may have to said property is divested from him and vested in Defendant as hers absolutely. Said property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 36 on the Plan of Hickory Valley, Section II-A, as of record in Book 4300, page 111, Register's Office for said County, to which plan reference is here made for description.
>
> Being part of the property conveyed to Donald B. Seigfreid and wife, Geraldine Seigfreid, by deed from Randall Phillips Builders, Inc. of record in Book 4642, page 164, Register's Office for said County.
>
> This conveyance is made subject to restrictions of record in Book 4570, page 493; and to easements, setback lines, conditions of owner's certificate, etc., as shown on plan of record in Book 4300, page 111, said Register's Office.



162-5-148 KS

It is further ORDERED that the costs of this cause be paid by Plaintiff, for which execution may issue if necessary.

This the 19 day of April, 1978.

/s/ J. M. Swiggart
JUDGE

APPROVED FOR ENTRY: MISC B* 14.00 * 14.00

/s/ John M. L. Brown
John M. L. Brown
Attorney for Complainant

IDENTIF. REFERENCE
MAY 17 2 12 PM '78
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

E 6 5 9 3 4

CERTIFICATION

I certify that I have mailed a copy of this decree to the Defendant, Geraldine E. Seigfreid, 341 Ash Grove Drive, Nashville, Tennessee 37211, this the 18th day of April, 1978.

/s/ John M. L. Brown
John M. L. Brown

Docket No. 90398 Minute Book 22A Page 360

## 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* Donald B. Seigfreid *Plaintiff, and* Geraldine E. Seigfreid *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* 17th *day of* May *in the year one thousand nine hundred and* Seventy-Eighth *and in the* 202nd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By /s/ Barbara Eddings, *D. C.*

Form #GR-117