Tract 1, Map 159, p/o Par. 175
Tract 2, Map 159, Par. 78

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LINDA JOYCE FOSTER HEFLIN) IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

VS.)

NO. 85426

BAILEY GEORGE HEFLIN, JR.)

D E C R E E

This cause came on to be heard before the Honorable J. William Rutherford, Judge, Division I, Circuit Court of Davidson County, Tennessee, on this the 16th day of January, 1978, upon the pleadings heretofore filed, including both original and amended pleadings. The defendant, through counsel, having announced to the Court that he desired to withdraw his answer and cross-petition, the matter was heard by the Court on an uncontested basis. From the testimony of the original plaintiff, together with her corroborating witnesses, and statement of counsel for both parties, the Court is of the opinion that the original plaintiff did successfully sustain her grounds for divorce, that is, that the defendant has been guilty of such cruel and inhuman treatment towards her as renders further cohabitation unsafe and improper.

It is, therefore, ORDERED, ADJUDGED and DECREED that the plaintiff, Linda Joyce Foster Heflin, is awarded an absolute divorce from the defendant, Bailey George Heflin, Jr., 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 is further ORDERED, ADJUDGED and DECREED that the absolute care, custody and control of the minor child, to wit, Bailey George Heflin, III, shall be vested in the plaintiff, Linda Joyce Foster Heflin, but with the right of the defendant to see and visit said child at all reasonable times and places. As support for said aforementioned child, defendant will pay to

plaintiff the sum of $500.00 per month, payable directly to plaintiff by appropriate check, and due and payable on or before the 5th day of each month, subsequent to the entry of this decree. The first payment will be payable on or before the 5th day of February, 1978, and thereafter as hereinabove provided. In addition thereto, the defendant shall continue to pay the private school tuition of the minor child, who is currently enrolled at David Lipscomb School. The defendant shall continue to pay the private school tuition until such time as the child completes high school or becomes eighteen years of age. Defendant shall also be responsible for the reasonable medical expenses of said aforementioned minor child.

It is further ORDERED, ADJUDGED and DECREED that as alimony in futuro, the defendant shall pay directly to the plaintiff, Linda Joyce Foster Heflin, by check, the sum of $500.00 per month, due and payable on or before the 5th day of each month, and with the first payment being due on or before the 5th day of February, 1978, and for that month, and then thereafter as hereinabove provided. Said paymets shall continue until the death or remarriage of the plaintiff. In the event that the check given plaintiff by the defendant in the amount of $1,000.00 for support for the month of January, 1978, is not honored by the bank, then and in that event, defendant will make such arrangements as are necessary for the redemption of said check to the plaintiff immediately.

The defendant will continue to carry an insurance policy on his life and with the plaintiff and the minor child designated thereon as beneficiaries. Said policy shall be in a minimum amount of $50,000.00, and a copy of the same or proof of the

existence of the same shall be furnished plaintiff by the defendant forthwith. Upon the eighteenth birthday of the minor child, the defendant shall have the option of removing plaintiff's name as a beneficiary under said policy.

It is further ORDERED, ADJUDGED and DECREED that as alimony in solido, all of defendant's right, title and interest in and to certain properties located on Oman Drive in Brentwood, Tennessee, as are now vested in defendant shall be divested from defendant, and awarded plaintiff in fee simple title. Hereinafter, said properties shall become the sole and exclusive properties of plaintiff. Said properties bear the address of 1133 Oman Drive, Brentwood, Tennessee 37207, and are more particularly described as follows:

> TRACT 1: Land in the 7th Civil District of Davidson County, Tennessee, described according to a survey by Hal R. Swann, Jr., Surveyor, dated June 28, 1969, as follows:
>
> Beginning at a point in the center of Oman Memorial Drive; said point being 400 feet east of the center line of Granny White Pike; thence southerly 400 feet, more or less, to a fence line; thence easterly 97.8 feet to a point; thence northerly 397.8 feet to a point in the center of Oman Memorial Drive; thence westerly with the center line of same 100 feet to the point of beginning.
>
> Being the same property conveyed to Bailey G. Heflin and wife, Linda F. Heflin, by deed from John N. DeVoe and wife, Betty A. DeVoe, of record in Book 4639, page 272, Register's Office, Davidson County, Tennessee.
>
> TRACT 2: A tract of land in the 7th, formerly the 11th, Civil District of said County and State, described according to a survey made by Stephen A. Draper, Surveyor, March 22, 1954, as follows:
>
> Beginning at a spike in the center of Oman Memorial Drive, 500 feet easterly from the intersection of the center lines of said Drive and Granny White Pike, at the northeast

corner of the property conveyed to Frank F. Bruer, Jr. and wife, by deed from Howard Gardner and wife, of record in book 2244, page 487, Register's Office for said County; thence with the center of said Drive, north 79° 29' east 200 feet to another spike; thence south 7° east 759.9 feet to an iron pin; thence north 87° 30' west 202.8 feet to an iron pin in the southeast corner of the property conveyed to Sterling Q. Groover and wife, by deed from Howard Gardner and wife, of record in book 2270, page 51, said Register's Office; thence with said Bruer and Groover's eastern boundary line, north 7° 711.5 feet to the beginning, containing 3.45 acres, more or less.

Being the same property conveyed to Bailey G. Haflin and wife, Linda F. Haflin, by deed from Frank F. Bruer, Jr. and wife, Martha A. Bruer, of record in Book 4309, page 818, Register's Office, Davidson County, Tennessee.

It is further ORDERED, ADJUDGED and DECREED, however, that the plaintiff shall assume the mortgage indebtedness existing against said property as of the date of the entry of this decree, and shall hereinafter hold defendant harmless from any responsibility therefor. Plaintiff shall be responsible for the payment of property taxes in regard to said aforementioned property, commencing with the year 1978. Defendant shall pay any and all property taxes in regard to said aforementioned property for the years prior to 1978.

It is further ORDERED, ADJUDGED and DECREED that all of the household furnishings located in the former home of the parties located at 1133 Oman Drive, Brentwood, Tennessee, as are now vested in the defendant shall be divested from the defendant and awarded absolutely to the plaintiff. Defendant will, however, have the right to obtain such personal possessions of his that are still located within said property.

It is further ORDERED, ADJUDGED and DECREED that each party will retain all other personal properties in their

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

respective possessions, including the automobiles that they have normally driven and possessed prior to the hearing of this cause. Each party will execute such documents as may be necessary for the transfer of title to these automobiles to the respective party to whom they belong.

All remaining properties, either personal or real, and including, but not limited to, certain farmlands in Stewart County, Tennessee, shall be awarded to the defendant, free and clear from any further claim by plaintiff. Defendant, however, will hold plaintiff harmless from any further financial responsibilities in regard to said aforementioned properties. Plaintiff shall execute such documents as may be necessary for the transfer of title to said properties into the name of the defendant.

It is further ORDERED, ADJUDGED and DECREED that as additional alimony, the defendant will pay to Jack Norman, Jr. and Tom P. Thompson, Jr., solicitors for the plaintiff, the sum of $3,500.00 for services rendered plaintiff in this cause. $1,000.00 of said fee will be paid within ninety days from the entry of the final decree in this cause, and the remaining balance in the amount of $2,500.00 will be paid within one year of the entry of final decree in this cause.

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

Entered this 10 day of February, 1978.

J. Clifton Rice
J U D G E

APPROVED FOR ENTRY:

Jack Norman
Jack Norman, Jr., Attorney for Plaintiff

To

Linda Heflin

1133 Oman Drive

Brentwood, TN 37027

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IDENTIF. REFERENCE

JUL 26 1 22 PM '78

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

JUL 26 MISC B* 12.00 * 12.00

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* Linda Joyce Foster Heflin *Plaintiff, and* Bailey George Heflin, Jr. *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* 26th *day of* July *in the year one thousand nine hundred and* Seventy-eight *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Lockey, *D. C.*

Form #GR-117