1148/1167

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY AT NASHVILLE, TENNESSEE

Map 52-6
Par 37 Jr

EDWIN WELBURN BENSON, JR. Plaintiff and Cross-Defendant	)	
VS.	)	NO. 92908
ALICE FAY EVERETT BENSON Defendant and Cross-Plaintiff	)	BOOK 5375 PAGE 891

FINAL DECREE

This cause came on to be heard on this the 9th day of November, 1978, before the Honorable Joe Loser, Jr., upon the cross-complaint, the original complaint being dismissed, personal service on the cross-defendant, default judgment, testimony of cross-plaintiff, statement of counsel, and the entire record in this cause, from all of which the Court is of the opinion that the parties have irreconcilable differences and as a result cannot continue to cohabit as husband and wife.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the cross-plaintiff, ALICE FAY EVERETT BENSON, be and hereby is granted an absolute divorce from the cross-defendant, EDWIN WELBURN BENSON, JR., and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court that all right, title and interest in and to the following described real estate be divested out of Edwin Welburn Benson, Jr., and title to the said property is hereby vested in Alice Fay Everett Benson.

LAND in Davidson County, Tennessee, being Lot No. 6 on the Plan of Candace Heights Subdivision, as of record in Book 2330, page 78, Register's Office for said County.

SAID Lot No. 6 fronts on Berwick Trail 158.0 feet, and extends back between two parallel lines towards the Cumberland River; the east line measuring 321 feet to a point; thence extending an additional 70 feet, more or less, to the low water mark of the Cumberland River; the west line measuring 283.3 feet to a point; thence extending an additional 85 feet, more or less, to the low water mark of the Cumberland River, the back line in the rear measuring 160 feet, more or less.

BEING a part of the same property conveyed from Maddux Construction Company, Inc., by warranty deed to Edwin W. Benson, Jr., and wife, Alice Fay Benson, as of record in Book 4669, page 246, Register's Office for Davidson County, Tennessee.

This is for the purpose of abolishing the estate of tenants by the entireties and creating a fee simple title to the property in Alice Fay Benson.

It is, further, ORDERED, ADJUDGED and DECREED that the following Property Settlement and Child Custody Agreeement entered into between the parties be incorporated into this Final Decree which is as follows:

" PROPERTY SETTLEMENT AND CHILD CUSTODY AGREEMENT

THIS AGREEMENT made and entered into on this the 7th day of November, 1978, by and between ALICE FAY EVERETT BENSON, hereinafter referred to as "WIFE", and EDWIN WELBURN BENSON, JR., hereinafter referred to as "HUSBAND", said parties residing in Davidson County, Tennessee.

W I T N E S S E T H:

WHEREAS, the parties hereto have been married since June 14, 1967, and one (1) child has been born to this union; namely EDWIN WELBURN BENSON, III, age four (4) years; and

WHEREAS, certain irreconcilable differences have arisen between the parties and they intend to live separate and apart from each other, and have no expectation of resuming their marital relationship, and

WHEREAS, the "WIFE", has filed a Petition for Divorce from Bed and Board and will amend her complaint and ask the Court to grant an absolute divorce. The said petition was filed in the Third Circuit Court of Davidson County, Tennessee, on the grounds of irreconcilable differences; and

WHEREAS, the parties now desire to enter into a formal agreement and contract, respecting all their rights and obligations arising out of their marital relationship, including their rights as to their real and personal property, debts and other obligations, child support and child custody.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants, each with the other made, and including the covenants and agreements as provided hereinafter, the receipt of the considerations of which is hereby acknowledged by the parties, it is mutually understood and agreed between the "HUSBAND" and the "WIFE", as follows:

(1) That they shall have the right to live separate and apart from each other and neither shall harass or interfere with the other in any manner or in any way, directly or indirectly.

(2) It is agreed between the parties that the "WIFE" shall have the care, custody and control of the parties' minor child. The "HUSBAND" further agrees to pay to or on behalf of the "WIFE", the sum of Three-Hundred and No/100 ($300.00) Dollars per month as child support, the first payment to commence on Friday, November 10, 1978, and the same sum due and payable on the same date of each consecutive month thereafter.

It is further agreed that the "HUSBAND" shall have the right of reasonable visitation privileges with the said child at reasonable times and places. However, the "HUSBAND" agrees that when he intends to exercise his right of reasonable visitation privileges that he will give the "WIFE" at least forty-eight (48) hours notice of his intentions to exercise said right.

(3) It is further agreed and the "HUSBAND" does hereby convey to the "WIFE", all of his rights, title, claim and interest in and to all of their household goods, appliances, fixtures, and other personal property that is used generally in connection with the maintenance and the use of their home, except as follows:

> One (1) golf bag, one (1) portable radio, one (1) oriental screen, one (1) hex table, one (1) portrait of Mr. Benson, and one (1) leather jacket.

All other property in the home shall be the property of the "WIFE".

4. The "WIFE" will become the sole owner of the real estate which is situated at 816 Berwick Trail, Madison, Tennessee and the "HUSBAND" will execute a deed conveying all his right, title and interest in and to the real estate and the "WIFE" will assume and be responsible

for any indebtedness in the property. Upon the receipt of the deed from the "HUSBAND" the "WIFE" shall pay to the "HUSBAND" the sum of Eight Thousand and No/100 ($8,000.00) Dollars.

5. The "WIFE" shall have and own free and clear the Pontiac Grand Prix automobile which is presently in her possession.

6. The "HUSBAND" will be responsible for and pay for all medical, dental, optical and hospital care which the said minor child may require.

7. The "WIFE" shall have the exclusive custody and control of the said minor child. The "HUSBAND" shall name the said minor child, Edwin Welburn Benson, III, as the beneficiary of his life insurance policy in the amount of Thirty Thousand and No/100 ($30,000.00) Dollars and will provide the "WIFE" with proof of same. The "HUSBAND" further agrees that should he receive any bequest from the estate of R. G. Benson, one-third (1/3) of the net received will be placed in trust for the said minor child.

8. The "HUSBAND" further agrees that the said "WIFE" shall have the right to use their club membership at the Old Hickory Country Club.

9. The "HUSBAND" shall pay for and be responsible for all school costs and education for the minor child and at the time the said child shall enter school, the "WIFE" and the "HUSBAND" shall mutually agree as to the school the said child will attend.

10. The "HUSBAND" further agrees to assume and pay all of the debts and obligations which are in his name.

11. Each party shall be responsible for the payment of their respective attorney's fees.

12. This Agreement shall be binding upon the parties, their heirs, legal representatives, and assigns.

13. The "HUSBAND" and "WIFE" hereby agree to promptly execute any and all documents, and instruments, of every kind or character, which may be necessary or proper to carry out the terms of this agreement and to do so, without any unreasonable delay.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate, this the 7th day of November, 1978.

/s/
ALICE FAY EVERETT BENSON

/s/
EDWIN WELBURN BENSON, JR.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared the within named ALICE FAY EVERETT BENSON, the bargainor, with whom I am personally acquainted, and who acknowledged the execution of the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Madison, Tennessee, on this the 7th day of November, 1978.

/s/
NOTARY PUBLIC

My commission expires: 10-18-81

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared the within named EDWIN WELBURN BENSON, JR., the bargainor, with whom I am personally acquainted, and who acknowledged the execution of the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this the 7th day of November, 1978.

/s/
NOTARY PUBLIC

My commission expires: 10-18-81

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause be taxed against the ~~cross defendant~~ plaintiff and for all the foregoing execution may issue, if necessary.

JOE LOSER, JR., JUDGE

Enter This 16 Day of Nov. 1978
11/16/78

APPROVED FOR ENTRY:

JAMES H. HILL, Atty. for Cross-Plaintiff

CC: Mr. Howard F. Butler
Attorney at Law
Twenty-Sixth Floor, First American Center
Nashville, Tennessee 37238

RECEIVED THIS 13
DAY OF

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BOOK 5375 PAGE 896

IDENTIF. REFERENCE

DEC 18 9 11 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

DEC 18 78 MISC 8* 12.00 * 12.00

11-16-78 114B/1167

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~~ True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Edwin Welburn Benson Jr *Plaintiff, and* Alice Fay Everett Benson *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* 18th *day of* Dec *in the year one thousand nine hundred and* 78 *and in the* 2037 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L. Hyer, *D. C.*

Form #GR-117