2-23-79
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Map 95-8
Parcel 174

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IN THE FIFTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

PEGGY LYNN BROWN JONES]
VS.] NO. 94335
BILLY GENE JONES, SR.]

D E C R E E

This cause came on to be heard on this the 20th day of February, 1979, before the Honorable Stephen North, Judge, Division V, Circuit Court of Davidson County, Tennessee, upon the original petition and default judgment subsequently taken, the defendant having failed to answer within the time allowed by law. However, it was called to the Court's attention on the date of the hearing of this cause that the defendant was physically present in the courtroom during said hearing. From the testimony of the plaintiff, statement of counsel, and from the entire record of this cause, the Court is of the opinion that such irreconcilable differences now exist between the parties as to make a continuation of the marriage not in the best interests of the parties or society as a whole.

It is therefore ORDERED, ADJUDGED and DECREED that the plaintiff, Peggy Lynn Brown Jones, is awarded an absolute divorce from the defendant, Billy Gene Jones, Sr., 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 further appearing to the Court that the parties have entered into a property settlement agreement, and that the same is approved and ratified by the Court, it is accordingly ORDERED, ADJUDGED and DECREED as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by and between Peggy Lynn Jones, hereinafter known as "Wife," and Billy Gene Jones, Sr., hereinafter known as "Husband;" and

WHEREAS, the parties are currently man and wife, but that Wife has caused to be filed in the Fifth Circuit Court of Davidson County, Tennessee, a petition for absolute divorce, bearing Docket No. 94335; and

WHEREAS, at this time, the parties acknowledge that such irreconcilable differences exist between them as to make a continuation of their marriage not in their best interest or in the best interest of society as a whole; and

WHEREAS, at this time, the parties desire to enter into certain agreements pertaining to custody and support of their children, division of assets, questions pertaining to alimony, and the rights of Wife subsequent to the divorce; and

WHEREAS, both parties understand that a copy of this agreement will be submitted to the Court by Wife at the hearing of her divorce action, with the request that the agreement be made a part of the divorce decree. Should the same be ratified by the Court, it is agreed by and between the parties as follows:

(1) That the absolute care, custody and control of the minor children of the parties will be vested in the Wife, but with the right and privilege of the Husband to see and visit said children at all reasonable times and places. As support for said aforementioned minor children, the Husband will pay to the Wife the sum of One Hundred Fifty and 00/100 ($150.00) Dollars per month, payable on or before the 5th day of each month, directly to Wife by appropriate check, and payable on a monthly basis until the youngest child of the parties, to wit, Susan Renee, reaches her eighteenth birthday. The Husband shall have the right to claim the minor child, Susan Renee, as a dependent for income tax purposes.

(2) The Husband agrees to continue to maintain the hospital, medical, dental and visual insurance policies that he has as a result of his employment on the children of the parties for so long as they may be covered thereunder, and in addition thereto, to assume the responsibility for any extra-ordinary medical expenses on said children that may not be covered by said policies.

(3) The 1977 Cutlass automobile and the 1970 Ford Torino automobile normally driven by the daughter and son of the parties, but now titled in the Husband, will be transferred from the name of the Husband and hereinafter titled in the name of the Wife until such time as the children reach their majority, at which time the Wife, at her discretion, may transfer title of the automobiles to the children. The Wife will assume the responsibility for the payment of any outstanding indebtedness on said aforementioned vehicles. The Husband will execute all documents necessary for the transfer of said vehicles. The 1976 Cutlass automobile will become the exclusive property of the Husband, together with the Honda motorcycle, both vehicles being presently titled in the Husband's name.

(4) As alimony in solido, all of Husband's right, title and interest in and to the homeplace of the parties located at 2610 Woodberry Drive, Nashville, Tennessee 37214, will be divested from the Husband and awarded absolutely to the Wife. The Wife shall assume the responsibility for the payment of the mortgage indebtedness against said property, and shall hold Husband harmless from any further responsibility therefor. Husband shall execute such deeds and/or other documents to effect the transfer of the real estate into the name of the Wife. In addition thereto, all of Husband's right, title and interest in and to the household furnishings and personal properties located at the said aforementioned homeplace shall hereinafter be vested

absolutely in the Wife, free and clear from any claim thereon by Husband, but with the understanding that the Husband shall have the right to retain his own personal property and those items that are of a personal nature so far as he is concerned. Husband's personal property is to include all of his electronic shop equipment located in Husband's shop in the parties' garage.

(5) As alimony in futuro, the Husband shall pay to the Wife the sum of Two Hundred Fifty and 00/100 ($250.00) Dollars per month, payable by appropriate check on or before the 5th day of each month. Said payments shall continue until the death or remarriage of the Wife. In order to assure Wife of some security in respect to financial support in the event of the untimely death of the Husband, the Husband will continue to keep in full force and effect an insurance policy on his life in the minimum amount of $ 15,000.00, and naming the Wife as the sole beneficiary thereunder. Said policy shall be kept in full force and effect by Husband, owned by Husband, but with the Wife designated as sole beneficiary until the death or remarriage of the Wife. Should the Wife remarry or die prior to the death of the Husband, the policy would then become the absolute property of the Husband.

(6) The sum of Six Thousand, Six Hundred Eighty-Three and 27/100 ($6,683.27) Dollars now on deposit in the Donelson Branch of the Commerce Union Bank, bearing Account No. 07-84-34-7, in the name of the Wife and the minor son, Billy Gene Jones, Jr., shall remain the property of the Wife and the minor son, free and clear from any claim thereon by Husband, but with the representation by Wife to Husband that said account is intended to be used for the college education and college expenses of said aforementioned minor son. It is specifically agreed to by the parties that taking into consideration the existence of said aforementioned account, that the Wife relinquishes a request

for a contractual obligation on the part of the Husband to assure future payments for the college education and/or expenses of said aforementioned child.

(7) The Wife relinquishes to the Husband any interest that she may have in a savings account at the Commerce Union Bank, being Account No. 919-211-7, containing approximately Four Thousand Two Hundred Two and 08/100 ($4,202.08) Dollars, and held in the name of the Husband. Said account will hereinafter become the absolute property of the Husband, free and clear from any claim thereon by Wife, but subject to the provisions contained in Item (9) below.

(8) The Wife relinquishes any claim that she may have against the Husband's profit sharing plan with his employer, believed by the Wife to be in excess of Six Thousand and 00/100 ($6,000.00) Dollars. Said amount will hereinafter become the absolute property of the Husband, free and clear from any claim thereon by Wife.

(9) From the account set forth in Item (7) to be awarded to the Husband, the Husband will pay to Jack Norman, Jr., solicitor for the Wife, the sum of Five Hundred and 00/100 ($500.00) Dollars, representing attorney fees for services rendered to the Wife in this cause, it being understood that the Wife has paid no retainer fee to said attorney, and that the said sum of Five Hundred and 00/100 ($500.00) represents the entire amount of compensation that said attorney will receive for his services rendered to Wife in this cause. In addition thereto, the Husband shall pay the costs of this cause.

THIS AGREEMENT represents a full and final settlement of all matters in dispute by and between the parties, and if ratified by the Court and contained in the final decree, a full and final settlement of all claims that one party may have

against the other as a result of their marriage, or any other relationship that may have existed between them of any nature whatsoever.

THIS AGREEMENT entered into on this the 15th day of February, 1979.

Peggy Lynn Brown Jones
Peggy Lynn Brown, "Wife"

Carolyn J. Martin
Witness

Billy Gene Jones Sr.
Billy Gene Jones, Sr., "Husband"

Richard L. Jones
Witness

It is further ORDERED, ADJUDGED and DECREED that the absolute care, custody and control of the minor children of the parties, Billy Gene Jones, Jr. and Susan Renee Jones, is vested in the original plaintiff, with the right and privilege of the defendant to see said children at all reasonable times and places. Child support payments shall be in accordance with the terms and conditions of the property settlement agreement between the parties.

It is further ORDERED, ADJUDGED and DECREED that all of defendant's right, title and interest in and to the homeplace of the parties located at 2610 Woodberry Drive, Nashville, Tennessee, is divested from the defendant and said property is awarded absolutely to the plaintiff in fee simple. Said property is more particularly described as follows:

> BEING Lot No. 108 on the Map of Woodberry Park Subdivision, as of record in Book 2133, pages 117, 118 and 119, Register's Office for said County.
>
> SAID Lot No. 108 fronts 83.4 feet on the northerly margin of Woodberry Drive and extends back between lines 165.8 feet on the westerly line and 165 feet on the easterly line to a dead line in the rear, measuring 87.6 feet thereon.
>
> BEING the same property conveyed to Billy Gene Jones, et ux, by deed from James L. Floyd and wife, Catherine Thomas Floyd, by deed in Book 4235, page 575, Register's Office, Davidson County, Tennessee,

The plaintiff shall hold defendant harmless from any further responsibility for payment of the mortgage indebtedness against said property.

It is further ORDERED, ADJUDGED and DECREED that a lien is declared against bank account No. 919-211-7 of the Commerce Union Bank in the amount of $500.00 in favor of Jack Norman, Jr., solicitor for the plaintiff, in accordance with the provisions of Item (9) of the property settlement agreement heretofore entered into by and between the parties.

It is further ORDERED, ADJUDGED and DECREED that each party will execute any and all documents necessary for the

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transfer of properties in accordance with the terms and conditions of the property settlement agreement.

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

Entered this 23rd day of February, 1979.

/s/ Stephen North
JUDGE

APPROVED FOR ENTRY:

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

I certify that I have mailed a copy of this Decree to the defendant, Billy Gene Jones, Sr., at his last known address, 2610 Woodberry Drive, Nashville, Tennessee 37214, this 20th day of February, 1979.

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

IDENTIF. REFERENCE

MAY 1 11 49 AM '79
PEGGY Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

F. 2 6 8 6 7.

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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* Peggy Lynn Brown Jones *Plaintiff, and* Billy Gene Jones,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* 1st *day of* May *in the year one thousand nine hundred and* seventy-nine *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*