8-1-72
76 B/867

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY
TENNESSEE

JAMES WILLIAM RUTHERFORD Complainant and Cross-Defendant	)	Map 83-16 Par 31 Is
VS.	)	NO. 66046
BARBARA ADELE RUTHERFORD Defendant and Cross-Complainant	)	BOOK 5533 PAGE 304

D E C R E E

This cause came on to be heard on the 1st day of August, 1972, before the Honorable Len Broughton, Chancellor, sitting by interchange as the Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original bill, answer and cross-complaint, answer to the cross-complaint, testimony of witnesses in open Court, statement of counsel, and the entire record, from all of which it appears that:

The complainant, as evidenced by approval of his attorney hereto, has elected not to pursue remedies sought in the original complaint, and the same is hereby dismissed.

The cross-complainant, Barbara Adele Rutherford, has sustained her allegations of cruel and inhuman treatment and that she should be granted a divorce on that ground, and the Court is of the further opinion that although the cross-complaint prayed for a divorce from bed and board, it would be in the best interest of the parties that the cross-complainant be awarded an absolute divorce.

The parties have entered into an agreement which was exhibited to the Court and states as follows:

A G R E E M E N T

AGREEMENT made July 21, 1972, between James William Rutherford, hereinafter called the "Husband" and Barbara Adele Rutherford, hereinafter called the "Wife", both being residents of Nashville, Davidson County, Tennessee.

WHEREAS, the parties were married on June 12, 1956 at Nashville, Tennessee and were separated on February 27, 1972, since which date they have been living separate and apart, and

WHEREAS, one child, James William Rutherford, Jr., born on July 17, 1965, has been born of the marriage, and

WHEREAS, an action for divorce is now pending in the Fourth Circuit Court of Davidson County, Tennessee, in which the husband is the complainant and cross-defendant and the wife is the defendant and cross-complainant, and

WHEREAS, the parties desire to define their respective obligations to each other and to their child, and to record their understanding, it is therefore, agreed:

1. This agreement has been entered into between the husband and the wife for the purpose only of defining their respective rights and obligations in the event of the entry of a final decree of divorce in the action now pending in the Fourth Circuit Court of Davidson County, Tennessee, and on condition that the provisions hereof are approved by the Court and incorporated in substance in such final decree. In the event that the Court directs the entry of a final decree of divorce, either party may submit a decree for the approval of the Court incorporating in substance the provisions of this agreement.

2. (a) Husband shall, commencing immediately upon the granting of a decree of divorce in which the provisions of this agreement

are approved, pay the wife the sum of Six Hundred Fifty ($650.00) Dollars monthly until the death of the wife, the remarriage of the wife, or the death of the husband, whichever event shall first occur. Regardless of the financial circumstances of either party, the amount of the aforesaid monthly payment shall not be subject to increase or decrease.

(b) Husband will transfer and convey to the wife all of his right, title and interest in the house and lot situated at 2516 Brittany Drive, Nashville, Tennessee, which lot is now owned by the parties as tenants by the entireties. Said conveyance shall be made to the wife in fee simple absolute, but subject to the lien of any deed of trust now existing with respect to the said property. Wife will transfer and convey to husband all of her right, title and interest in the vacant lot situated adjacent to the lot at 2516 Brittany Drive, Nashville, Tennessee. The wife shall be entitled to own and possess all of the furniture and furnishings presently situated at the parties' home at 2516 Brittany Drive, Nashville, Tennessee and the husband hereby disclaims any right with respect to such furniture and furnishings. The husband will transfer and assign to wife the certificate of title to the 1969 Ford Station Wagon Automobile now in the possession of the wife. The wife releases to the husband all claims for any other tangible personal property owned by husband, or in his possession, wherever located.

3. The wife shall have the sole custody of James William Rutherford, Jr. during his minority and the husband shall have reasonable rights of visitation with said child. The husband will make monthly payments of Two Hundred ($200.00) Dollars to the wife for the support and maintenance of the said James William Rutherford, Jr. until such time as said child attains the age of Eighteen (18) years. The husband agrees to provide the funds necessary for said child's college education. Husband presently is the designated agent or custodian of a savings account at Nashville City Bank created in the name of the parties' child, James William Rutherford, Jr., and husband agrees not to withdraw any of said

savings account until such time as said child attains his majority.

4. Husband presently owns a term life insurance policy on his life, issued to him under group coverage afforded to him as a member of the American Bar Association in the amount of $50,000.00. Husband agrees to keep said policy in force, subject to cancellation or termination of the group plan by the American Bar Association, and to designate the wife and the parties' minor child as joint beneficiaries of said policy. Husband further owns two ordinary life insurance policies in the face amount of $12,000.00. Husband agrees to have the parties' minor child, James William Rutherford, designated as beneficiary of these policies and to maintain said policies in full force and effect.

5. Husband shall pay to wife's attorney, Robert J. Warner, Jr., the sum of Seven Hundred ($700.00) Dollars, as his reasonable attorney's fee, which sum shall be in addition to the amount awarded in the pendente lite order.

6. The monthly alimony payments and child support payments shall be made by the husband to the wife on or before the 15th day of each month.

7. Each of the parties shall file separate income tax returns and pay all income taxes due with respect to his or her income. The husband shall be able to claim the parties' minor child, James William Rutherford, Jr., as an exemption and wife hereby waives any right to claim the child as an exemption so long as husband continues to make the support payments as required of him herein.

8. The provisions for temporary support, pendente lite, as set forth in the previous order of the Fourth Circuit Court of Davidson County, Tennessee, shall remain in full force and effect pending the final hearing of the divorce suit.

9. Wife acknowledges that the provisions of this agreement for her support and maintenance are fair, adequate, and satisfactory

to her, and in keeping with her accustomed standard of living and her reasonable requirements. The wife, therefore, accepts these provisions in full and final settlement and satisfaction of all claims and demands for alimony or for any other provisions for support and maintenance, and fully discharges the husband from all such claims and demands except as provided in this agreement.

10. The provisions of this agreement and their legal effect have been fully explained to the parties by their respective counsel, and each party acknowledges that the agreement is fair and equitable, that it is being entered into voluntarily, and that it is not the result of any duress or undue influence. The wife acknowledges that she has been furnished with all information relating to the financial affairs of the husband which has been requested either by her or by her counsel.

11. Except as otherwise stated herein, all the provisions of this agreement shall be binding upon the respective heirs, next of kin, executors, and administrators of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

/s/ James William Rutherford
JAMES WILLIAM RUTHERFORD

/s/ Barbara Adele Rutherford
BARBARA ADELE RUTHERFORD

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED that the cross-complainant, Barbara Adele Rutherford, be and she is hereby awarded an absolute divorce from the cross-defendant, James William Rutherford, bestowing upon her all the rights, privileges and immunities of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the marital settlement agreement entered into by the parties as set above herein of which the Court does determine to be manifestly fair and equitable,

is herein ratified, affirmed and approved by the Court in all of its terms, conditions and provisions and is incorporated into this decree which shall be enforceable as any other provision of this decree.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the cross-complainant be awarded the custody of the parties' minor child, James William Rutherford, Jr., and that the cross-defendant be allowed reasonable rights of visitation with said minor child.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the necessary instruments for transfer of ownership of any property as set forth in the marital settlement agreement which is a part hereof shall be delivered not later than thirty (30) days from the date of this hearing.

The cross-defendant will pay the costs of this cause for which execution is ordered if necessary.

CHANCELLOR
8-1-72

APPROVED FOR ENTRY:

DEARBORN & EWING

BY _____
Cross-Complainant's Counsel

_____
Cross-Defendant's Counsel

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Nov 20 3 29 PM '79
FELIX Z. ROBINSON II REGISTER
DAVIDSON COUNTY, TENN.

IDENTIF. REFERENCE

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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* ~~xxxxxxxxxxxxx~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* James William Rutherford *Plaintiff, and* Barbara Adele Rutherford *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* 15th *day of* November *in the year one thousand nine hundred and* seventy-nine *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature], *D. C.*

Form #GR-117