3-18-80
116A/321

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CORA ANN GROVES BEARD]
]
VS.] No. 97107
]
EDDY WAYNE BEARD]

Map 133 7
Par - 84

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FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on the 11th day of March, 1980, before the Honorable Benson Trimble, Judge, upon the original petition of the complainant, testimony of the complainant, statement of counsel for the parties, and the entire record in this cause, from all of which the Court finds:

That the parties were married on July 20, 1971, in Davidson County, Tennessee; that the petition herein was filed on July 9, 1979, and was personally served upon the defendant on July 23, 1979, said date being more than ninety (90) days prior to the date of the hearing; that at the hearing of this cause the facts charged in the petition were proven to be true; that is, that irreconcilable differences exist between the parties to the extent that further cohabitation as husband and wife is no longer possible or proper.

The Court has also examined the Child Custody, Support and Property Settlement Agreement entered into by the parties and the Court affirmatively finds from said agreement that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of their minor child and for the equitable settlement of any and all property rights between them.

It is, therefore, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore existing and subsisting between the complainant, CORA ANN GROVES BEARD, and the defendant, EDDY WAYNE BEARD, should be, and hereby are forever and perpetually dissolved, and the complainant is hereby granted an Absolute Divorce from the defendant and the parties are restored to all of the rights and privileges of an unmarried person.

It is further ORDERED that the Child Custody, Support and Property Settlement Agreement entered into by the parties is hereby approved and Ordered set forth herein, to wit:

CHILD CUSTODY, SUPPORT AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into by and between CORA ANN GROVES BEARD, hereinafter referred to as Wife and EDDY WAYNE BEARD, hereinafter referred to as Husband.

WITNESSETH: BOOK 5597 PAGE 608

WHEREAS, irreconcilable differences have arisen between the parties and it is now evident that their chances of ever living together again as Husband and Wife are remote, and

WHEREAS, Wife has filed a complaint for Absolute Divorce in the Circuit Court for Davidson County, Tennessee, under docket number 97107, and the parties hereto are desirous of settling all controversies between them concerning child custody and support of the minor child, and division of jointly and individually owned property.

Now Therefore, the parties agree as follows:

1. Wife shall have sole custody and control of the parties minor son, Charles Dewayne Beard, subject to Husband's right to reasonable and frequent visitation and Husband agrees to pay to Wife, as and for child support, the sum of Thirty-Five and 00/100 Dollars ($35.00), per week.

2. Wife shall have the right to remain in the parties home located at 3709 Hewlett Drive, Nashville, Tennessee, until said minor son attains the age of eighteen (18) years and Husband agrees to vacate said home during said period. The parties agree that the said home shall be owned by them as tenants in common, and each party agrees to be responsible for one-half of the monthly payments on said home.

3. Husband shall receive one-half of the equity in said home when the minor son becomes eighteen (18) years of age, provided however, that if both parties agree to sell said home prior to the minor son reaching eighteen (18) years of age, the parties will each pay one-half of the expenses of the sale and divide the equity. The parties further agree that if the said home has not been sold prior to the minor son becoming eighteen (18) years of age, Wife will pay Husband his equity.

4. The parties agree to divide the household furniture and furnishings on an equitable basis and each party shall receive sole title to the property thereby received.

5. Wife shall receive sole title to Husband's savings account, and Husband agrees to transfer said savings account to the Wife. The parties agree that each shall be responsible for one-half of the note for the aluminum siding installed on the home located at 3709 Hewlett Drive, Nashville, Tennessee.

6. Husband shall receive sole title to the Chevrolet Van and shall be solely responsible for, and hold Wife harmless from, any and all existing or future indebtedness on said vehicle.

7. Wife shall receive sole title to the 1969 Buick automobile and shall be solely responsible for, and hold Husband harmless from any existing or future indebtedness on said vehicle.

8. The parties agree to be solely responsible for their own attorneys fee.

9. Husband agrees to maintain major medical and hospitalization insurance on the parties minor child and agrees to pay one-fourth of all medical expenses not covered by said insurance. Wife agrees to pay the remaining three-fourths of all medical expenses not covered by the said insurance.

10. This agreement, if and when approved by the Court having jurisdiction of this cause, may be incorporated in any decree of divorce which might be granted to the parties, or either of them, and shall operate as a full and final settlement of any and all claims or demands arising between the parties which either party may now have or which might accrue to either in the future, except as herein otherwise provided.

This agreement shall not be construed as an agreement to allow either party to obtain a divorce and either or both parites are free to seek or contest any action otherwise allowable by law.

This agreement has been entered into by both parties of their own free will and accord, free from any undue or improper influence, fraud, coercion, duress and misrepresentation and only after an opportunity to seek the advice of an consultation with counsel.

Witness our signature on this 28th day of February, 1980.

James M. Sykes
WITNESS

Cora Ann Groves Beard
CORA ANN GROVES BEARD

Jack Butler
WITNESS

Eddy Wayne Beard 2-20-80
EDDY WAYNE BEARD

It is further ORDERED that the house and lot located at 3709 Hewlett Drive, Nashville, Tennessee, shall be, and hereby is, vested in the names of the parties as tenants in common, said property be more fully described as follows:

> BEING Lot No. 6 on the Plan of Parma Heights, of record in Book 2133, Page 23, Register's Office, Davidson County, Tennessee.
>
> BEING the same property conveyed to Eddy Wayne Beard by Quitclaim Deed of record in Book 5162, Page 809, Register's Office, Davidson County, Tennessee.

It is further ORDERED that the costs of this cause are taxed one-half to each party and for which execution may issue if necessary.

Entered this 18 day of March, 1980.

JUDGE

APPROVED FOR ENTRY:

James M. Sykes
Attorney for Complainant

Jack A. Butler
Attorney for Defendant

CERTIFICATE

I certify that a true and correct copy of the foregoing Final Decree of Absolute Divorce was mailed to Hon. Jack A. Butler, Attorney for Defendant, 12th Floor, First American Center, Nashville, Tennessee 37238, on this 13th day of March, 1980.

James M. Sykes

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IDENTIF. REFERENCE

MAY 2 9 37 AM '80
REGISTER
DAVIDSON COUNTY, TENN.

RUSH

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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* Cora Ann Groves Beard *Plaintiff, and* Eddy Wayne Beard *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* 2nd *day of* May *in the year one thousand nine hundred and* Eighty *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Virginia Hutchison, *D. C.*

Form #GR-117