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

6-2-78
1440 | 2273

ERLINDA ESTRADA RIPPY)
)
Plaintiff)
)
)
vs.) No. 89604
)
)
JAMES W. RIPPY, JR.)
)
Defendant)

Map 96-10.
Par. 144

FINAL DECREE OF DIVORCE

This cause came on to be heard on this the 30th day of May, 1978, before the Honorable Robert Lillard, Circuit Judge of the First Circuit Court for Davidson County, Tennessee, at Nashville, upon the original Complaint of the Plaintiff, ERLINDA ESTRADA RIPPY, the Answer and Cross-Complaint of the Defendant, JAMES W. RIPPY, JR., whereupon the original Defendant and Cross-Plaintiff, JAMES W. RIPPY, JR., by Agreed Order dismissed his Answer and Cross-Complaint against the Plaintiff, whereby the case was set for hearing ex parte.

Whereupon, the Court heard testimony of ERLINDA ESTRADA RIPPY, as well as statements of counsel and from the record as a whole, the Court is of the opinion that the Plaintiff has satisfied the requisites of obtaining a divorce on the grounds of irreconcilable differences by the tendering to the Court of an executed Property Settlement Agreement, the same being considered by the Court adopted thereto, and made a part of this Final Decree.

The Court further heard testimony as to the custody of the minor child of the parties, TANIA ANN RIPPY, and approved the

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ATTORNEY AT LAW
GALLATIN, TENNESSEE

awarding of custody and child support as incorporated and made a part of the Property and Custody Settlement Agreement.

It is, therefore, ORDERED, ADJUDGED and DECREED that the Plaintiff in this cause, ERLINDA ESTRADA RIPPY, be and the same is hereby, granted an absolute divorce from the Defendant, JAMES W. RIPPY, JR., on the grounds of irreconcilable differences and is to be restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the Property Settlement Agreement be, and the same is hereby, incorporated herein verbatim in this Final Decree and made a part thereof as follows, to wit:

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the First Circuit Court of Davidson County, Tennessee, a Petition for Absolute Divorce filed by ERLINDA ESTRADA RIPPY, hereinafter referred to as Wife, against JAMES W. RIPPY, JR., hereinafter referred to as Husband; and

WHEREAS, these parties are presently living separate and apart and desire to enter into a Property Settlement Agreement and tender same to the Court for approval in the event a decree of divorce is granted in this cause; and

WHEREAS, these parties have each been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of One Dollar ($1.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do agree as follows:

1. Wife will proceed to trial to obtain an absolute divorce on the grounds of irreconcilable differences, with the Husband agreeing to dismiss his cross-action.

2. The absolute care, custody and control of the minor child of the parties, to wit: TANIA ANN RIPPY, shall be awarded to Wife, with the right of reasonable visitation reserved to the Husband.

3. Husband agrees to pay the sum of One Hundred Seventy Dollars and Sixty-three Cents ($170.63) per month, the same to be considered child support, said child support payment to be in the form of the mortgage payment on the house and lot located at 2916 Emery Drive, Nashville, Davidson County, Tennessee, the Husband agreeing that if and in the event the house note increases, the payment shall increase proportionately.

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HENDERSONVILLE, TENNESSEE

4. All right, title and interest which Husband has in and to the house and lot of the parties located at 2916 Emery Drive, Nashville, Davidson County, Tennessee, will be divested out of him and the sole and exclusive ownership of said real property will be awarded to the Wife, it being her responsibility to pay the balance of the mortgage indebtedness thereon with the child support payments to be paid directly to Churchhill Mortgage Company in lieu of direct child support payments to the Wife. It is agreed that the Husband will maintain insurance and taxes on the house and lot which are included in said house payment.

5. The Husband and Wife agree that the Wife shall maintain the house for the minor child of the parties so long as said minor child remains at home, or waives minority, or reaches eighteen (18) years of age; and if it is necessary for the Wife to sell the house, good cause shall be shown by said Wife.

6. All the household furniture, furnishings, appliances, and personal property will be awarded as the exclusive property of the Wife, with the exception of the den furniture, flatware, dishes, lamps, assorted towels, water bed, and chest of drawers.

7. Husband agrees to maintain a health insurance policy on the minor child of the parties until said child reaches majority, and to further be responsible for any medical, dental, and hospital bills over and above said insurance coverage.

8. Husband agrees to pay to Wife's solicitor of record, Michael W. Edwards, an attorney's fee of One Hundred Fifty Dollars ($150.00) for services rendered in this cause.

9. Husband agrees to be responsible for the parties' note to Third National Bank in the amount of Two Thousand Dollars ($2,000.00), and Wife agrees to be responsible for the indebtedness to Avco in the amount of Seven Hundred Fifty-three Dollars ($753.00).

10. Both parties agree to sign any and all deed, title, documents or instruments necessary to carry out the full purpose and intent of this agreement. Both parties acknowledge that they have read this agreement in its entirety prior to the signing hereof and that they have signed same voluntarily.

WITNESS OUR HANDS, this 30th day of May, 1978, as to Wife and the 26th day of April, 1978, as to Husband.

/s/ Erlinda Estrada Rippy
WIFE

/s/ James W. Rippy, Jr.
HUSBAND

STATE OF TENNESSEE)
COUNTY OF SUMNER)

Personally appeared before me, the undersigned authority, a Notary Public in the state and county aforesaid, the Wife, Erlinda Estrada Rippy, known personally to me, who upon her oath states she has read

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ATTORNEY AT LAW
GOODLETTSVILLE, TENNESSEE

the foregoing Property Settlement Agreement, knows the contents thereof, and has executed the same for the purposes therein contained.

Sworn to and subscribed before me this 30th day of May, 1978.

/s/ Michael W. Edwards
Notary Public

My Commission Expires: 07/29/81

STATE OF TENNESSEE)
COUNTY OF SUMNER)

Personally appeared before me, the undersigned authority, a Notary Public in the state and county aforesaid, the Husband, James W. Rippy, Jr., known personally to me, who upon his oath states he has read the foregoing Property Settlement Agreement, knows the contents thereof, and has executed the same for the purposes therein contained.

Sworn to and subscribed before me this 26th day of April, 1978.

/s/ Michael W. Edwards
Notary Public

My Commission Expires: 07/29/81

It is further ORDERED, ADJUDGED and DECREED that the provisions for child custody, support and visitation as incorporated in the Property Settlement Agreement be, and the same is hereby, adopted in this Final Decree.

Defendant, JAMES W. RIPPY, JR., shall pay the costs of this cause, for which execution may issue, if necessary.

Enter this 2nd day of June, 1978.

JUDGE

APPROVED FOR ENTRY:

Michael W. Edwards
Attorney for Plaintiff
119 Stadium Drive
P. O. Box 1045
Hendersonville, Tennessee 37075
822-0431

MICHAEL W. EDWARDS
ATTORNEY AT LAW
HENDERSONVILLE, TENNESSEE

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CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing has been furnished to the individuals listed below this 30th day of May, 1978.

Persons served:

Mr. James V. Barr, III
Attorney for Defendant
P. O. Box 15783
Nashville, Tennessee 37215

MAY 14 9 58 AM '80
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* ~~correct transcript~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Erlinda Estrada Rippy *Plaintiff, and* James W. Rippy, 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* 12th *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 Barbara Eddings, *D. C.*

Form #GR-117

MICHAEL W. EDWARDS
ATTORNEY AT LAW
HENDERSONVILLE, TENNESSEE