IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

7-8-77
1420 1757

BLANCA KIELY]
]
-vs-] No. 85025
]
HARRY EDWARD KIELY]

FINAL DECREE

This cause came on to be heard on the 7th day of July, 1977 before the Honorable J. William Rutherford, Judge, upon the petition for absolute divorce filed by the complainant, personal service of process upon the defendant, default judgment being duly entered, submission to the Court of a property settlement agreement for approval, testimony of complainant and two corroborative witnesses, statement of counsel in open court from the entire record in this cause. From all of which the Court finds that the defendant has been guilty of such cruel and inhuman treatment or conduct towards complainant as renders further cohabitation unsafe and improper.

It is therefore ORDERED and ADJUDGED that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved and the complainant, Blanca Kiely, is granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further ORDERED and ADJUDGED that the property settlement agreement heretofore submitted to the Court is approved in all respects as follows:

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PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the First Circuit Court of Davidson County, Tennessee a petition for absolute divorce filed by BLANCA CONTRERAS KIELY, hereinafter referred to as Wife, against HARRY EDWARD KIELY, hereinafter referred to as Husband, under Docket No. 85025, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a property settlement 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 discussed their rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of $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. That Wife will proceed to trial to obtain an absolute divorce on a non-contested basis.

2. That the absolute care, custody and control of the two minor children of the parties, to-wit: Harry Alfonso Kiely and Helen Marie Kiely, will be awarded to the Wife, with the right of reasonable visitation reserved to the Husband.

3. Husband agrees to pay directly to Wife $135.00 per week as child support for the two minor children of the parties. When Harry Alfonso Kiely attains the age of eighteen (18) years, the child support shall reduce to the sum of $100.00 per week and continue until Helen Marie Kiely attains the age of eighteen (18) years.

4. All right, title and interest which the Husband has in and to the house and lot of the parties located at 409 Fieldcrest Drive, Nashville, Davidson County, Tennessee, shall be divested out of him and the sole and exclusive ownership of said property shall be vested in the Wife, in fee simple, absolute, it being Wife's responsibility to pay the house notes.

5. All right, title and interest which the Wife has in and to the lot of the parties located in Sugartree Subdivision shall be divested out of her and the sole and exclusive ownership of said real property shall be vested in the Husband, it being his responsibility

to pay the balance of mortgage indebtedness thereon.

6. The parties acknowledge that they have a savings account in the approximate amount of $7,000.00 and that this will be divided by awarding $2,000.00 to Husband and $5,000.00 to Wife.

7. Husband agrees to maintain in full force and effect life insurance policies presently in effect on his life, said policies being as follows: Prudential, No. 35-620-143, face amount, $5,000.00; National Service Life Insurance, No. W-17729235, face amount, $10,000.00; Prudential, No. 27-843-137, face amount, $7,500.00. Husband agrees to designate Wife as irrevocable beneficiary of the aforementioned policies until the youngest child attains the age of eighteen (18) years. At that time, Husband agrees that the two Prudential policies will continue in full force and effect, with Wife designated as irrevocable beneficiary thereon until such time as she dies. However, at that time, he will be allowed to change the beneficiary on the National Service Life Insurance. Should these parties mutually agree to cash in any of the aforementioned policies at their maturity, then it is expressly understood by and between the parties that the cash value will be divided equally between them.

8. Husband further agrees to maintain in full force and effect hospitalization and medical insurance for the benefit of the minor children and agrees that he will be responsible for one-half of all extraordinary medical, hospital and dental expenses for the children, not covered by said insurance.

9. All the household furniture and furnishings of the parties located at the home at 409 Fieldcrest Drive, Nashville, Tennessee, will be awarded to the Wife, with the exception of the following items which will be awarded to the Husband, that is, he will receive his personal clothing, and wearing apparel, jewelry, fishing boat, motor and trailer, tools, Magnavoc stereo and the 1974 Chrysler automobile.

10. The parties agree to pay Robert L. Jackson a reasonable attorney fee of $500.00 for services rendered in this cause.

11. Wife hereby waives, relinquishes and relieves Husband of any and all claims for alimony, both past, present and future, other than as indicated in this agreement.

Both parties agree to sign any and all deeds, documents, contracts 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 and have signed same voluntarily.

WITNESS OUR HANDS, this 21 day of June as to Wife, and the 21 day of June, 1977 as to Husband.

Blanca C. Kiely
WIFE

Harry E. Kiely
HUSBAND

ATTORNEY FOR WIFE

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named BLANCA CONTRERAS KIELY, with whom I am personally acquainted and who made oath that she executed the foregoing instrument for the purposes contained therein.

Witness my hand and official seal at Nashville, Tennessee, this 21 day of June, 1977.

Helen McAfee
NOTARY PUBLIC

My C. E. 3-14-79

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named HARRY EDWARD KIELY, with whom I am personally acquainted and who made oath that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 21 day of June, 1977.

Helen McAfee
NOTARY PUBLIC

My C. E. 3-14-79

It is therefore ORDERED and ADJUDGED that all right, title and interest which the defendant, Harry Edward Kiely, has in and to the real property of the parties located at 409 Fieldcrest Drive, Nashville, Davidson County, Tennessee, more specifically described as follows;

> "Land in Davidson County, Tennessee, being Lot No. 376 on the Map of Section Five, Crieve Hall Estates, as of record in Book 2133, page 91, Register's Office for said County.
>
> "Said Lot No. 376 fronts 125 feet on the south side of Fieldcrest Drive and runs back between lines, 293.3 feet on the eastline and 165 feet on the west line to a dead line in the rear on which it measures 168.7 feet.
>
> "Being the same property conveyed to Robert L. Willoughby and wife, Deloris A. Willoughby from Charles H. Woolery and wife, Margaret Anne Woolery by deed as of record in Book 4031, page 45, RODC."

is divested out of him and the sole and exclusive ownership of said property shall be vested in the complainant, Blanca Contreras Kiely in fee simple absolute, it being her responsibility to assume the balance of mortgage indebtedness thereon.

It is further ORDERED and ADJUDGED that complainant's solicitor of record, Robert L. Jackson, shall have and recover of the complainant an attorney fee in the amount of $250.00 and have and recover of the defendant an attorney fee in the amount of $250.00, making a total fee recoverable in the amount of $500.00.

The costs of this cause are taxed against the defendant, for all of which execution may issue if necessary.

JUDGE

7-8-77

Solicitor for Complainant

BOOK 5724 PAGE 654

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IDENTIF. REFERENCE

MAR 24 12 50 PM '81

FELIX Z. ELLISON II REGISTER
DAVIDSON COUNTY, TENN.

85025 142C/1757

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* true copy. ~~correct transcript~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* BLANCA KIELY *Plaintiff, and* HARRY EDWARD KIELY *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* 13th *day of* March *in the year one thousand nine hundred and* eighty-one *and in the* two hundred fifth *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Y. L. Rowland, *D. C.*

Form #GR-117

THIS BECOMES A LEGAL RECORD WHEN PROPERLY FILLED AND FILED

TYPE OR PRINT IN PERMANENT INK OR BLACK INK.

CERTIFICATE OF DIVORCE OR ANNULMENT

TENNESSEE DEPARTMENT OF PUBLIC HEALTH — FILE NO.

VITAL RECORDS

HUSBAND — NAME: 1. FIRST HARRY; MIDDLE EDWARD; LAST KIELY

2a. RESIDENCE — STATE: TENNESSEE
2b. COUNTY: DAVIDSON
2c. CITY, TOWN, OR LOCATION: NASHVILLE
2d. INSIDE CITY LIMITS (SPECIFY YES OR NO):
2e. STREET AND NUMBER: Glen-Juan Apts.
3. STATE OF BIRTH (IF NOT IN U.S.A., NAME COUNTRY): TENN.
4. DATE OF BIRTH (MONTH, DAY, YEAR): 6-27-33

WIFE — NAME: 5. FIRST BLANCA; MIDDLE CONTRERAS; LAST KIELY
5a. MAIDEN NAME: n/a
6a. RESIDENCE — STATE: TENNESSEE
6b. COUNTY: DAVIDSON
6c. CITY, TOWN, OR LOCATION: NASHVILLE
6d. INSIDE CITY LIMITS (SPECIFY YES OR NO):
6e. STREET AND NUMBER: 409 Fieldcrest Drive
7. STATE OF BIRTH (IF NOT IN U.S.A., NAME COUNTRY): BOGOTA, COLUMBIA
8. DATE OF BIRTH (MONTH, DAY, YEAR): 5-17-31
9a. PLACE OF THIS MARRIAGE — COUNTY: DAVIDSON
9b. STATE (IF NOT IN U.S.A., NAME COUNTRY): TENN.
9c. DATE OF THIS MARRIAGE (MONTH, DAY, YEAR): 4-14-56
10. APPROXIMATE DATE COUPLE SEPARATED (MONTH, YEAR): 5-76

11a. NUMBER OF THIS MARRIAGE: TOTAL NUMBER 3
11b. UNDER 18 YEARS OF AGE: 2
12. PLAINTIFF: wife (HUSBAND, WIFE, OTHER (SPECIFY))

13a. ATTORNEY FOR PLAINTIFF — NAME: Robert Jackson
13b. ADDRESS (STREET OR R.F.D., CITY OR TOWN, STATE, ZIP): 216 3rd Ave. No., Nashville, Tenn.
13c. DATE OF FINAL DECREE OR INTERLOCUTORY DECREE: 7-7-77
14. TYPE OF DECREE: absolute
15. GROUNDS: Cruel & Inhuman Treatment
16a. COURT WHERE DECREE WAS GRANTED: Davidson
16b. DATE OF FINAL DECREE: 7-8-77
16c. COURT — NAME: First Circuit

RECORDER'S MEMO: [illegible]

By Ann Brenden

CONFIDENTIAL INFORMATION

HUSBAND — RACE: 17. white (WHITE — BLACK, AMERICAN INDIAN, ETC. (SPECIFY))
WIFE — RACE: 19. white (WHITE — BLACK, AMERICAN INDIAN, ETC. (SPECIFY))

20. NUMBER OF THIS MARRIAGE: 1
23. NUMBER OF THIS MARRIAGE: 1

17. HUSBAND — EDUCATION — SPECIFY HIGHEST GRADE COMPLETED: ELEMENTARY (0, 1, 2, 3, 4, ... OR 8); HIGH SCHOOL (9, 10, 11, 12); COLLEGE (1, 2, 3, 4, OR 5+)
18.
19. WIFE — EDUCATION — SPECIFY HIGHEST GRADE COMPLETED: ELEMENTARY (0, 1, 2, 3, 4, ... OR 8); HIGH SCHOOL (9, 10, 11, 12); COLLEGE (1, 2, 3, 4, OR 5+)
22.

21. IF PREVIOUSLY MARRIED, HOW MANY ENDED IN: DEATH; DIVORCE OR ANNULMENT (SPECIFY HOW)

75025

FHVR Form No. 55.36
Revised 1-76

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