May '75
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BOOK 5726 PAGE 842

IN THE SECOND CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

BEVERLY YOUNG REDFERRIN,)
Plaintiff)
VS.) NO. 95062
ROY ALLEN REDFERRIN,)
Defendant.)

FINAL DECREE

This cause came on to be heard on the 21 day of December 1979, before the Honorable Harry Lester, Judge for the Second Circuit Court for Davidson County, Tennessee, upon the original Complaint filed by the Plaintiff, Beverly Young Redferrin, and upon the statements of counsel for Plaintiff; that a Property Settlement Agreement has been reached by the parties, and that the Defendant, Roy Allen Redferrin, had asked that this case proceed on a non-contested basis, therefore, a pro confesso was entered by the Court and the proceedings continued on the grounds of irreconcilable differences with the appropriate statute procedures observed and complied with by all parties. From all of which the Court finds that the allegations in the Plaintiff's Complaint of irreconcilable differences have been fully sustained, that is that the Defendant, Roy Allen Redferrin, and the Plaintiff, Beverly Young Redferrin, do have irreconcilable differences in their marriage. It is, therefore,

ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing by and between the parties are hereby dissolved, and that the Plaintiff, Beverly Young Redferrin, is awarded an Absolute Divorce from the Defendant, Roy Allen Redferrin, and both parties are hereby restored to all the rights and privileges of [illegible] persons. It is therefore

ORDERED, ADJUDGED and DECREED that the Property Settlement Agreement entered into by the parties is hereby approved and made a judgment of this Court. Said agreement is in the words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

This Settlement Agreement made and entered into this the 2nd day of March, 1979, by and between Beverly Young Redferrin, hereinafter referred to as wife, and Roy Allen Redferrin, hereinafter referred to as husband.

Witnesseth:

Whereas, there is now pending in the Second Circuit Court for Davidson County, Tennessee, Case Number 95062, wherein wife and husband are seeking a divorce from each other, the said parties are desirous of settling certain issues and controversies to proceed under irreconcilable differences in the said case relating to the division of property, custody of children, alimony and attorney's fees. Now therefore, in consideration of the terms, covenants and provisions hereinafter set forth, wife and husband agree as follows:

I

Wife hereby waives any claims or requests for alimony either periodic or in solido.

II

That the parties, as of this date, have divided in a fair and equitable manner all furniture, accessories and household furnishings accumulated by the parties; wife will retain all furniture now furnishing the home of the parties at 1859 Reynolds Road and husband will retain all personal property now in his possession.

III

That the wife, Beverly Young Redferrin, shall have full custody and control of the parties' minor children, Randy Lee Redferrin, age fifteen (15), Jeffrey Allen Redferrin, age eleven (11), Craig Layne Redferrin, age nine (9), and Chris Landon Redferrin, age nine (9), with reasonable visitation rights reserved for the husband to include two weekends per month from six o'clock Friday until six o'clock p.m. Saturday. The weekends involved will be the first and third weekends of each month.

IV

The husband agrees to pay child support in the amount of Four Hundred ($400) Dollars per month for four (4) months, beginning on the first day of March, 1979, and continuing thereto until the first day of July, 1979, at which time the amount will be reduced to Three Hundred ($300) Dollars to be paid in two equal monthly amounts of One Hundred and Fifty ($150) Dollars on the first and fifteenth of each month.

V

Husband will retain possession of the Chevrolet Monte Carlo automobile which he now holds, and wife will retain the possession of the 1975 Volkswagen automobile. Wife will assume

responsibility of a Woolco account in the amount of Three Hundred ($300) Dollars, an Associates Finance account in the amount of Five Thousand ($5000) Dollars, and a Home Federal account in the amount of Twelve Thousand ($12,000) Dollars as a first mortgage on the home of the parties.

VII

It is further agreed between the parties that the wife shall pay an attorney's fee in the amount of One Hundred Twenty-Five ($125) Dollars to Edward L. Hiland, her attorney, and that the Husband also agrees to pay an attorney's fee to the attorney of record for Beverly Young Redferrin in the amount of One Hundred Twenty-Five ($125) Dollars. It is understood between the parties that these attorney's fees are to be paid in full before the hearing of this divorce action.

VIII

Husband will retain a health insurance policy to provide for health care for the children of the parties and will pay to the wife an amount equal to one-half of any overages between what the insurance policies pay for the health care of the children and the actual amount of the medical services performed.

IX

Husband will continue to hold life insurance policies on his life in the amount of Twenty Thousand ($20,000) Dollars payable to the children of the parties as beneficiaries.

X

The wife will be given the home of the parties at 1859 Reynolds Road, which is now held by the parties as tenants by the entirety. Title will be in her name as an estate in fee simple.

XI

This Agreement shall be exhibited to the Court at the final hearing of this case and shall become binding upon the parties and their respective legal representatives, successors and assigns immediately following the Final Decree and the substance of paragraphs one through eleven of this Agreement shall be incorporated in the Final Decree of the Court in said case.

In Witness Whereof the parties have executed this Agreement in duplicate on the date first above written or upon the date below each signature.

s/Edward L. Hiland
Witness

s/Beverly Young Redferrin
BEVERLY YOUNG REDFERRIN
Date: March 2, 1979

s/Becky Judd
Witness

s/Roy Allen Redferrin
ROY ALLEN REDFERRIN
Date: Mar. 2, 1979

It is, therefore, ORDERED, ADJUDGED and DECREED by this Court that the real property commonly known as 1859 Reynolds Road, Nashville, Tennessee, be and the same hereby is, vested out of the Defendant, Roy Allen Redferrin, and vested in the Plaintiff, Beverly Young Redferrin, in fee simple, subject to any indebtedness thereon. Said property is more fully described as follows:

Land Lying and Being in the 2nd Civil District of Davidson County, Tennessee, and described according to an unrecorded survey made by John D. McCormick, December 3, 1975 as follows to-wit:

Beginning at a concrete monument in the westerly margin of Reynolds Road, said point being the southeast corner of the property conveyed to J. B. Walker and wife by deed of record in Book 699, page 723, Register's Office for Davidson County, Tennessee; thence along a fence, north 65° 31' west 496.30 feet to an iron pin; thence south 0° 32' west 193.50 feet to an iron pin; thence south 76° 12'east 148.90 feet to an iron pin; thence north 43° 36' east 103.75 feet to an iron pin; thence south 65° 31' east 261.00 feet to an iron pin in the westerly margin of Reynolds Road; thence north 9° 30' East along the westerly margin of Reynolds Road 50.00 feet to the point of beginning.

Being the same property conveyed to Roy A. Redferrin and wife, Beverly A. Redferrin, by deed of record in Book 4986, page 293, Register's Office, Davidson County, Tennessee.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Defendant shall pay the costs of this cause for which execution may issue if necessary.

JUDGE

APPROVED FOR ENTRY:

EDWARD L. HILAND, ATTORNEY
1411 Parkway Towers
Nashville, Tennessee 37219

CERTIFICATE

I certify that a copy of this Final Decree has been mailed to Defendant Roy Allen Redferrin, L & N Railroad, Radnor Yards, Nashville, Tennessee, on this the 11th day of January, 1980.

EDWARD L. HILAND

75LS 03/30 15.00- CASH

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IDENTIF. REFERENCE

MAR 30 1 39 PM '81

FELIX Z. WILSON TR REGISTER
DAVIDSON COUNTY, TENN.

RLSP

95062 119C/1950

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 *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* BEVERLY YOUNG REDFERRIN *Plaintiff, and* ROY ALLEN REDFERRIN *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* 30th *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 , *D. C.*