43B/1277

CORNELL EDSEL READ) IN THE FIFTH CIRCUIT COURT FOR
) DAVIDSON COUNTY, TENNESSEE
VS.) NO. 80D-3079
)
VIRGINIA ANN MEANS READ)

135-8-4-687

FINAL DECREE

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This cause came on for hearing on this the 14th day of September, 1981, and continued on the following September 15, 1981, before the Honorable Steve North, Judge of the Fifth Circuit Court of Davidson County, Tennessee, upon the original Complaint For Absolute Divorce filed by the original complainant, Cornell Edsel Read, personal service upon the defendant, Virginia Ann Means Read, Answer filed thereto and Counter-Complaint For Divorce From Bed And Board, and Answer filed thereto by the original complainant herein, with the cause proceeding to trial as a contested matter; however, during the proceedings held by the Court, the parties reached a settlement of all matters in dispute and with the counter-complainant, Virginia Ann Means Read, desiring to amend her Counter-Complaint For Divorce From Bed And Board to a Counter-Complaint For Absolute Divorce, and with the original complainant having no objection thereto; and further with the counter-complainant desiring to amend said Counter-Complaint For Absolute Divorce to reflect the ground of irreconcilable differences and further with the original complainant having no objection, the Court finding said Motion well-taken; and further the original complainant desires that his original Complaint and Answers filed to the responsive pleadings herein be withdrawn;

It appears to the Court that the Motion of the counter-complainant to be allowed to amend her pleadings is well-taken, and the same is hereby amended from a Counter-Complaint For Divorce From Bed And Board to that of a Counter-Complaint For Absolute Divorce and is further amended to reflect the ground of irreconcilable differences; and further the Court hereby allows the original complainant to withdraw his original Complaint and all Answers filed in response to counter-pleadings herein.

It further appears to the Court from the testimony of the counter-complainant, Virginia Ann Means Read, that the parties have differences in their marriage which are irreconcilable and which make a continuation of the marriage both impossible and impracticle.

It is, therefore, ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing by and between the parties are hereby dissolved, and counter-complainant, Virginia Ann Means Read, is hereby awarded an absolute divorce from the counter-defendant, Cornell Edsel Read, upon the grounds of irreconcilable differences, and she is hereby restored to all the rights and privileges of an unmarried person.

It further appears that the parties have entered into a written executed property settlement agreement, which is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

This agreement made and entered into on this the 14th day of September, 1981, by and between Virginia Ann Means Read, hereinafter called the "wife", and Cornell Edsel Read, hereinafter called the "husband":

WITNESSETH:

That whereas the parties hereto are man and wife and serious marital difficulties have arisen between them, with the husband having filed suit for absolute divorce in the Fifth Circuit Court of Davidson County, Tennessee, under Rule No. 80D-3079, and with the wife having filed an Answer thereto and Counter-Complaint For Divorce From Bed And Board, and with the husband having filed a responsive pleading thereto;

Whereas the parties hereto now desire to settle their respective rights in and to the real and personal property of the parties and custody of the minor child and obligations of support, they have agreed as follows:

1. The wife shall ask the Court to be allowed to amend her Counter-Complaint For Bed And Board Divorce to that of an Absolute Divorce, and further amend the same to include the grounds of irreconcilable differences. And the husband agrees to withdraw his original Complaint and Answers filed to the Counter-Complaint herein.

2. The custody of the minor son of the parties, to wit: Eddie Cornell Edsel Read, Jr., age 16, shall be vested in the husband, to wit: Cornell Edwel Read, with reasonable rights of visitation being reserved to the wife.

3. The condominium of the parties located at 687 Longhunter Court, Nashville Davidson County, Tennessee, shall be vested in the wife to be hers

absolute and in fee simple, free and clear of any claim of the husband and she shall assume any mortgage due and owing thereon.

4. The wife shall retain the household furniture and furnishings of the parties located in the homeplace located at 687 Longhunter Court, Nashville, Tennessee, along with all silver, silverware, crystal and china to be hers absolute and in fee simple, free and clear of any claim of the husband.

5. The wife shall receive her 1972 98 Oldsmobile and the same shall be titled to her by the husband.

6. The husband shall receive his personal belongings and shall further retain the household furniture and furnishings now in his possession, free and clear of any claim of the wife.

7. The husband shall pay to the wife the sum of Five Thousand Dollars ($5,000.00) as alimony in solido when his business, which will be divested to him thereafter, grosses the amount of $50,000.00 per year, and he will furnish his yearly tax returns on said business to the wife to show gross receipts until the $5,000.00 amount is paid. The $5,000.00 amount is due and payable by paying her one-half of all gross receipts over $50,000.00 each year until the $5,000.00 amount is paid in full.

8. The husband shall retain his business known as General Business Services, free and clear of any claim of the wife.

9. Each of the parties hereto will pay their own respective attorney's fees involved herein; however, the counter-defendant shall pay the cost of this cause.

This agreement is subject to the approval of the Court in the event a divorce is granted to either party in this matter. However, in the event that no divorce is granted to the wife or either party, then this agreement is of no force and effect.

If approved by the Court, then this agreement is a full, final and complete settlement of the parties rights and interests in and to the personal and real property of the parties, and the same is entered into of their own free will and accord.

The parties further agree that this agreement shall be incorporated into any final decree of divorce entered herein and shall be and become the judgement of the Court when approved.

Virginia M Read
WIFE

Sandra Jones
WITNESS

Carroll E Read
HUSBAND

Robert L. Jackson
WITNESS

It is accordingly ORDERED, ADJUDGED and DECREED that the property settlement agreement incorporated herein is hereby approved by the Court and is found to be a just and equitable settlement, and the same is hereby made the judgment of the Court in all respects.

In accordance therewith, it is ORDERED, ADJUDGED and DECREED that the custody of the minor son of the parties, to wit: Eddie Cornell Edsel Read, Jr., age 16, is hereby committed to the counter-defendant, Cornell Edsel Read, with reasonable rights of visitation being reserved to the counter-complainant, Virginia Ann Means Read.

It is further ORDERED, ADJUDGED and DECREED that the homeplace of the parties located at 687 Longhunter Court, Nashville, Davidson County, Tennessee, is hereby vested in the said Virginia Ann Means Read to be hers absolute and in fee simple, and any right, title or interest that the said Cornell Edsel Read has in and to the same is hereby divested from him and reinvested in the counter-complainant to be hers absolute and in fee simple, subject to the mortgage thereon. Said real property is more particularly described in words and figures as follows:

> Unit No. 687 of Nashboro Village Nineteen Condominium, a condominium or horizontal property regime established by Master Deed of record in Book 5333, page 957, Register's Office for Davidson County, Tennessee, and shown on a Plan of Record in Book 5200, page 80, said Register's Office.
>
> Together with each and all of the rights, privileges, and appurtenances thereunto belonging, as set forth in the said Master Deed (and By-Laws which form a part thereof), including, without limitation, such Unit's undivided percentage interest in the land and common elements, and its interest in any appurtenant limited common elements.
>
> Being the same property conveyed to Cornell E. Read and wife, Virginia M. Read by deed from 2154 Trading Corporation of record in Book 5438, page 497, said Register's Office.

It is further ORDERED, ADJUDGED and DECREED that the said Virginia Ann Means Read is hereby awarded the household furniture and furnishings and appliances located in the homeplace at 687 Longhunter Court, Nashville, Davidson County, Tennessee, along with all silver, china, crystal and silverware

to be hers absolute, free and clear of any claim of the defendant.

It is further ORDERED and DECREED that the counter-complainant herein is hereby awarded her 1972 98 Oldsmobile automobile, and the same shall be titled to her by the counter-defendant herein.

It is further ORDERED, ADJUDGED and DECREED that the counter-defendant herein shall pay to the counter-complainant the sum of Five Thousand Dollars ($5,000.00) as alimony in solido, due and payable when his business grosses $50,000.00 per year, and said counter-defendant will furnish yearly tax returns to the counter-complainant to show gross receipts until the $5,000.00 amount is paid. It is further ORDERED that the $5,000.00 is due and payable by the counter-defendant paying to the counter-complainant one-half of all gross receipts from his business over and above $50,000.00 until the $5,000.00 amount designated herein is paid in full.

It is further ORDERED, ADJUDGED and DECREED that the counter-defendant, Cornell Edsel Read, is hereby awarded the business known as General Business Services, free and clear of any claim of the counter-complainant herein.

The counter-defendant, Cornell Edsel Read, shall pay the cost of this cause, for all of which let execution issue if necessary.

This the ____ day of September, 1981.

JUDGE

APPROVED FOR ENTRY:

Enter This 24 Day of Sept., 1981

Robert L. Jackson
ATTORNEY FOR COMPLAINANT/COUNTER-DEFENDANT

Cornell Robinson
ATTORNEY FOR DEFENDANT/COUNTER-COMPLAINANT

Sandra Jones
ATTORNEY FOR DEFENDANT/COUNTER COMPLAINANT

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IDENTIF. REFERENCE

Nov 12 1 58 PM '81

FELIX Z. HUDSON II REGISTER
DAVIDSON COUNTY, TENN.

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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* CORNELL EDSEL READ *Plaintiff, and* VIRGINIA ANN MEANS READ *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* November *in the year one thousand nine hundred and* eighty-one *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*

Form #GR-117