BOOK 5868 PAGE 505

FILED
DEC 31 1980
CECIL E. [illegible] Clerk
By [illegible] Deputy

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BEVERLY MCCALL GIVENS)
)
Plaintiff)
)
VS.) No. 80D-886
)
RAYMOND E. GIVENS)
)
Defendant)

Maf. 133-16
Par. 100

FINAL DECREE

This cause came on to be heard on this 15th day of December, 1980, before the Honorable James Swiggart, Division VI of the Circuit Court of Davidson County, Tennessee, upon the original petition filed by the plaintiff, Beverly McCall Givens, personal service of process on the defendant, and default judgement, the defendant having failed to answer within the time required by law. From the testimony of the plaintiff and an examination of the property settlement agreement introduced, together with a review of the entire record, the Court is of the opinion that such irreconcilable differences exist between the parties as make a continuation of the marriage impractical and not in the best interest of the parties or society as a whole.

It is, therefore, ORDERED, ADJUDGED and DECREED that the plaintiff, Beverly McCall Givens, be and is awarded an absolute divorce from the defendant, Raymond E. Givens, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. Plaintiff is restored to all the rights and privileges of an unmarried person.

The property settlement agreement entered into by and between the parties is ratified by the Court, and the terms

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and conditions therein are made a part of this the final decree as follows:

The plaintiff will pay the costs of this cause, for which execution may issue, if necessary.

Entered this 31st day of December, 1980.

JUDGE

APPROVED FOR ENTRY:

NADER BAYDOUN,
Attorney for Plaintiff

I hereby certify that a copy of the foregoing Final Decree has been mailed to the defendant, Raymond E. Givens, at his last known address, 4815 Citrus Drive, Nashville, Tennessee, on this the 15th day of December, 1980.

NADER BAYDOUN, Attorney at Law

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BEVERLY MCCALL GIVENS)
)
)
)
vs.) DOCKET NO. 801-886
)
)
RAYMOND E. GIVENS)

PROPERTY SETTLEMENT

WHEREAS, Beverly McCall Givens and Raymond E. Givens are presently man and wife and are the parties to a divorce action pending in the Sixth Circuit Court for Davidson County, Tennessee.

WHEREAS, they have reached a Property Settlement Agreement, in the event and only in the event that such divorce is ultimately granted hereto; and

NOW THEREFORE, FOR AND IN CONSIDERATION OF the mutual promises, each made to and relied on by the other, as well as other good and valuable consideration, the receipt of which is hereby acknowledged;

IT IS AGREED THAT:

1. The plaintiff, Beverly McCall Givens, shall be awarded the care, custody and control of the two (2) minor children of the parties; Mari Jennifer and Keri Danielle, with reasonable visitation rights being awarded to the defendant, Raymond E. Givens.

2. The defendant shall maintain the parties' two children on his hospitalization insurance and shall carry life insurance of no less than $20,000.00 which the parties' two (2) minor children named as beneficiaries to said policies. The said life insurance shall be carried by the defendant until both children have reached the age of eighteen (18) years.

3. Both parties agree that the equitable interest of the defendant in the parties homeplace is twenty thousand ($20,000.00) dollars and in consideration of this fact and in lieu of child

support, the defendant agrees to relinquish to plaintiff his interest in the parties home and property located at 4815 Citrus Drive, Nashville, Tennessee, making the plaintiff the sole owner of said property. Plaintiff agrees that such amount of child support is in full satisfaction of the defendant's obligation for child support during the minority of the children.

4. The 1976 Ford Torino automobile which the parties own shall be awarded to the plaintiff, with the plaintiff assuming responsibility for the monthly payments on said automobile.

5. The 1968 Ford truck which the parties own shall be awarded to the defendant with the plaintiff being held harmless as to any encumbrance against said truck.

6. The defendant shall be awarded the motorcycle which he owns with the the plaintiff being held harmless as to any encumbrance against same.

7. The parties shall make an equitable division of all the furniture and furnishings which they own by agreement.

8. Neither party shall be responsible for any financial obligations and bills incurred by the other party subsequent to March 10, 1980.

9. The defendant agrees to pay all doctor, dental, drug and medical expenses of the children of the parties not covered under the medical insurance policies of the parties.

10. The costs of this action shall be assessed against the plaintiff.

IN WITNESS WHEREOF, I, Beverly McCall Givens, affix my signature as evidence of my agreement of the contents of this document, this the 1 day of October, 1980.

Beverly McCall Givens
BEVERLY MCCALL GIVENS

APPROVED:

Nader Baydoun
NADER BAYDOUN, Attorney for Plaintiff

IN WITNESS WHEREOF, I, RAYMOND E. GIVENS, affix my signature as evidence of my agreement of the contents of this document, this the 26 day of October, 1980.

Raymond E. Givens
RAYMOND E. GIVENS

APPROVED:

Pat Nichol
PAT NICHOL, Attorney for Defendant

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IDENTIF. REFERENCE

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FELIX Z. WILSON 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* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* BEVERLY MCCALL GIVENS *Plaintiff, and* RAYMOND E. GIVENS *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* first *day of* April *in the year one thousand nine hundred and* eighty-two *and in the* two hundred sixth *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

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

Form #GR-117