58-15-2.51

105A/24

6-5-74

IN THE THIRD CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

FLORENCE EVELYNE WEAVER)
VS.) NO. 74724
RONALD ADRIAN WEAVER)

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FINAL DECREE

This cause was heard this 30th day of August 1974 before the Honorable Joe C. Loser, Circuit Judge, upon the entire record, the testimony of plaintiff and her corroborating witnesses examined in open Court, the property settlement agreement as stated orally by counsel for the plaintiff subject to being filed later in written form, and statements of counsel, the defendant having failed to appear in person but being represented by his counsel in open Court, from all of which the Court finds that the allegations of the Complaint are fully sustained by the proof, that is, to-wit: that the defendant is guilty of such cruel and inhuman treatment or conduct towards plaintiff as renders it unsafe and improper for her to cohabit with him or to be under his dominion and control, that she should be granted a divorce and the property settlement agreement executed by the parties should be approved and made the order of the Court as hereinafter provided.

It is therefore ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore subsisting between the plaintiff, Florence Evelyne Weaver, and the defendant, Ronald Adrian Weaver, also known as Ronald A. Weaver, Sr., be and the same are hereby forever and perpetually dissolved and for nothing held and that said plaintiff be and she is hereby awarded an absolute divorce from said defendant and is restored to all the rights and privileges of an unmarried person, including the restoration of her former married name, that is, to-wit: Florence Evelyne Ewing, which is hereby restored to her.

It is further ORDERED, ADJUDGED AND DECREED that said property settlement agreement executed by the parties which is, in words and figures, to-wit:

A G R E E M E N T

THIS AGREEMENT made and entered into on this the 30th day of August, 1974, by and between FLORENCE EVELYNE WEAVER, hereinafter referred to as the First Party, and RONALD ADRIAN WEAVER, hereinafter referred to as the Second Party,

W I T N E S S E T H:

WHEREAS, the parties are husband and wife and have ceased to live together because of irreconcilable differences between them which then and now render it impossible for them to live together as husband and wife; and

WHEREAS, it is the desire of both parties to enter into a written agreement relative to their marital and property rights, and to make transfers of interests in property pursuant to such agreement so as to settle fully and finally all rights, interests, and claims of every kind and character arising or that may arise out of the marital relation existing between them,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, it is hereby agreed between the parties as follows:

1. The First Party is to have as her absolute property the residence of the parties located at 4148 West Hamilton Road, Nashville, Davidson County, Tennessee, together with the furniture, household goods and personal property of the parties located at said residence.

2. The Second Party is to have as his absolute property all the furniture, household goods and personal property of the parties located at his residence, 1409 Hawkins Street, Apartment 3, Nashville, Davidson County, Tennessee

3. The Second Party, as alimony in solido, shall pay to the First Party the sum of $600.00 on September 1, 1974. In addition, the Second Party shall pay the monthly installments in the present amount of $330.60 each month to Fidelity Federal Savings and Loan Association of Nashville, Tennessee, on the mortgage indebtedness owing on said property located at 4148 West Hamilton Road, Nashville, Tennessee, for a period of six (6) years from said date, beginning 1 September 1974, and ending on 1 August 1980, which include interest, principal, tax and hazard insurance escrow and mortgage insurance premium. Said monthly payments will be increased by any routine increases in said monthly tax and hazard insurance escrow or mortgage insurance premiums and will be paid by Second Party as they become due during said period unconditionally and without regard to any change of circumstances, including but not limited to death or remarriage of First Party. In addition, the Second Party also shall assign to First Party the Absolute title to and pay the premiums as they become due on a certain life insurance policy insuring the life of Second Party and issued by the Prudential Life Insurance Company in the face amount of $25,000.00 upon which the First Party is and will remain the beneficiary: said premiums to be paid by Second Party however only on the basis of its present character as a term policy and only for said period of six (6) years from 1 September 1974 to and including 1 August 1980; but the First Party shall have the option of converting said term policy into a whole life, endowment or other type of permanent life insurance upon the life of Second Party provided that she pays the additional expense of such conversion and such coverage is available.

4. The First Party agrees to assume the mortgage indebtedness owing on said property, and to hold the Second Party harmless from any and all claims arising from said mortgage indebtedness after the Second Party has made said mortgage installment payments for said period of six (6) years.

5. The Second Party shall pay to the First Party's attorney, Avon N. Williams, Jr., Esquire, the sum of $750.00 as his contribution on the reasonable counsel fee for representation of First Party.

6. The Second Party will pay the Court costs in the divorce action now pending between the Parties in the Third Circuit Court of Davidson County, Tennessee.

7. This agreement is entered into for the purpose of settling the property rights by and between the parties and shall be expressly subject to the approval of the Court. This agreement shall be embodied in any decree of divorce entered by the Court, and in the event no decree is granted this agreement shall be of no force and effect.

8. It is fully agreed that both parties will execute, acknowledge and deliver such instruments as may be necessary and proper to effectuate the transfer of title to real and personal property pursuant hereto and such other instruments as shall be necessary to carry out the terms of this agreement.

Executed this 30th day of August, 1974.

/s/ Florence Evelyne Weaver
FLORENCE EVELYNE WEAVER
FIRST PARTY

WITNESS:

/s/ Avon N. Williams, Jr.

/s/ Ronald Adrian Weaver
RONALD ADRIAN WEAVER
SECOND PARTY

/s/ John J. Hollins "

be and the same is hereby approved and adopted and made the order of the Court and, pursuant thereto, it is therefore ORDERED, ADJUDGED AND DECREED that all right, title and interest of the defendant, Ronald Adrian Weaver, also known as Ronald A. Weaver, Sr. in and to the real estate belonging to the parties located at 4148 West Hamilton Road, Nashville, Davidson County, Tennessee, together with all furniture, household goods and personal property of the parties now located at or in said residence, which said real estate is more particularly described as follows:

> Land in Davidson County, Tennessee being Lot No. 121 on the plan of Enchanted Hills Section II as of record in Book 3700, page 27 in the Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 121 fronts 140.00 feet on the northerly margin of West Hamilton Road and runs back between lines, the easterly line being 331.2 feet and the westerly line being 337.2 feet to a line in the rear measuring 119.60 feet thereon.
>
> Being the same property conveyed to Ronald A. Weaver, and wife, Florence S. Weaver, by deed from John A. Merritt of record in Book 4558, page 973 in said Register's.

be and the same is hereby divested out of said defendant Ronald Adrian Weaver, also known as Ronald A. Weaver, Sr. and vested in fee simple in plaintiff Florence Evelyne Weaver, also known as Florence S. Weaver, and hereunder restored to the name of Florence Evelyne Ewing.

It is further ORDERED, ADJUDGED AND DECREED that said defendant, as alimony in solido, pay to plaintiff the sum of Six Hundred Dollars

on 1 September 1974, and upon default of which payment execution may issue.

It is further ORDERED, ADJUDGED AND DECREED that, in addition to the foregoing, defendant shall pay the monthly payments in the present amount of $330.60 each month to Fidelity Federal Savings and Loan Association of Nashville, Tennessee, on the mortgage indebtedness owing on said real estate described hereinabove for a period of six years from said date beginning 1 September 1974 and ending on 1 August 1980, which includes interest, principal, tax and hazard insurance, escrow and mortgage insurance premiums. Said monthly payments will be increased by any routine increases in said monthly tax and hazard insurance escrow or mortgage insurance premiums and will be paid by defendant as they become due during said period unconditionally and without regard to any change of circumstances, including but not limited to death or remarriage of plaintiff. In addition the said defendant shall also assign to plaintiff the absolute title to and pay the premiums as they become due on a certain life insurance policy insuring the life of defendant and issued by the Prudential Life Insurance Company in the face amount of $25,000.00 upon which the plaintiff is and will remain the beneficiary; said premiums to be paid by defendant however only on the basis of its present character as a term policy and only for said period of six years from 1 September 1974 to and including 1 August 1980; but plaintiff shall have the option of converting said term policy into a whole life, endowment or other type of permanent life insurance upon the life of defendant provided that she pays the additional expense of such conversion and such coverage is available.

It is further ORDERED, ADJUDGED AND DECREED that defendant will hold plaintiff harmless from any and all claims arising from said mortgage indebtedness to Fidelity Federal Savings and Loan Association of Nashville, Tennessee, including the prevention of any foreclosure or loss of said property for nonpayment of the payments thereon for said period of six years, but thereafter the plaintiff will assume said mortgage indebtedness owing on said property at the end of said six year period and will hold the de-

fendant harmless from any and all claims arising from said mortgage indebtedness after defendant has made said mortgage instalment payments for said period of six years.

It is further ORDERED, ADJUDGED AND DECREED that said defendant pay to the plaintiff's attorney, Avon N. Williams, Jr., Esquire, the sum of $750.00 forthwith as defendant's contribution on the reasonable counsel fee for plaintiff's representation in this case to be treated as alimony to plaintiff against the defendant, for which execution may issue.

It is further ORDERED, ADJUDGED AND DECREED that both parties execute, acknowledge and deliver any and all instruments as may be necessary and proper to effectuate any transfer of title to real or personal property or as shall be necessary to carry out the terms of the abovementioned property settlement agreement.

All costs of the cause are taxed against the defendant, for which execution may issue.

FOR ENTRY

Avon N. Williams, Jr.
Attorney for Plaintiff

John J. Hollins
Attorney for Defendant

CIRCUIT JUDGE

Enter This 5 Day of Sept., 1974.

CERTIFICATE

The undersigned certifies that photocopy of the foregoing Final Decree was mailed to John J. Hollins, Esquire, 501 Union Street, Nashville, Tennessee, Attorney for defendant, this the 3rd day of September, 1974.

H 0 4 2 8 8

IDENTIF. REFERENCE

AUG 13 4 02 PM '82

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

Mail
Florence Kedl
4148 E. Heine
Rd
37218

74724 105A/24

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* FLORENCE EVELYNE WEAVER, *Plaintiff, and* RONALD ADRIAN WEAVER, *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* August *in the year one thousand nine hundred and* eighty-two *and in the* two hundred seventh *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

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

Form #GR-117