FILED

SEP 27 1982

GEORGE L. ROOKER, Clerk

By _____ Deputy

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KATHY M. BIGGS

Complainant,

vs.

RICHARD G. BIGGS

Defendant.

BOOK 5952 PAGE 524

No. 82D-1845

Map - 34-5 Par-87

FINAL DECREE

This cause came on to be heard on this 20th day of September, 1982, before the Honorable James Swiggart, Judge of the Circuit Court for Davidson County, Tennessee, upon the complaint for absolute divorce, the testimony of Complainant, statement of Complainant's counsel and the entire record; and it appearing to the Court from the proof and the pleadings that irreconcilable differences exist between the Complainant and the Defendant; and that the Complainant is entitled to an absolute divorce from the Defendant; wherefore, her Complaint is accordingly sustained.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court:

1. That Complainant, Kathy M. Biggs, is hereby granted an absolute divorce from the Defendant, Richard G. Biggs; that the bonds of matrimony heretofore existing between them be and the same hereby are absolutely and forever dissolved; and that the parties are hereby restored to all the rights and privileges of unmarried persons.

2. It is, further, ORDERED, ADJUDGED and DECREED by the Court and the Court affirmatively finds that the parties have made, by written agreement, adequate, sufficient and equitable provisions for the custody and maintenance of the minor child of the marriage and for the settlement of any property rights between them, and the said Property Settlement Agreement, as agreed by and between the parties, is hereby approved and made a part of this judgment as follows:

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
1992 JUN 11 PM 2:46
GEORGE L. ROOKER, CLERK
MB D.C.

KATHY M. BIGGS
Complainant

vs.

RICHARD G. BIGGS
Defendant

No.

BOOK 5952 PAGE 525

PROPERTY SETTLEMENT

THIS AGREEMENT, made and concluded this _____ day of _____, 19_____, by and between Kathy M. Biggs (hereinafter "Wife") and Richard G. Biggs (hereinafter "Husband"):

W I T N E S S E T H:

WHEREAS the parties are lawfully married but are contemplating a divorce; and

WHEREAS, certain irreconcilable differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as husband and wife; and

WHEREAS, it is the desire of both parties finally for all time to determine and settle their property rights, and all dower and homestead rights and all other rights of whatever description existing between the parties growing out of the marital relationship;

NOW THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. The parties agree that the Husband and Wife shall have joint custody and control of the parties' minor child, Eric Ray Biggs, with the primary custody being vested in the Wife.

2. The parties shall have joint care and custody of the minor child of the parties with the Wife having the primary custody of the child. The Husband shall have the right and privilege to visit with and have the child with him as follows: every other weekend from noon on Saturday till 6:00 p.m. on Sunday, and any other time that is mutually agreeable between the parties.

3. It is agreed that the Husband shall pay to Wife as child support $75.00 per week; said payments to be made every Friday, beginning upon the execution of this agreement.

4. It is agreed that the Husband shall obtain and maintain life insurance on himself and shall maintain the minor child as beneficiary.

5. It is agreed that the Husband shall obtain and maintain hospitalization and health insurance on the minor child of the parties'.

6. In addition to the sums aforesaid as support and maintenance for the said child, Husband shall pay, as the same are incurred, all of the reasonable and necessary medical, dental, nursing and hospital expenses, including but not limited to, the cost of medicines, drugs, therapy, orthodontry, and appliances for said child. Wife shall, however, discuss the same with the Husband, where the circumstances permit before incurring any extraordinary medical or dental expenses.

7. In consideration of the mutual covenant and agreement of the parties voluntarily to separate and live apart in separate places of abode without any cohabitation, the Wife hereby waives alimony and her rights to support and maintenance by the Husband.

8. Husband hereby agrees that all of his right, title, and interest in and to the home property now owned by the parties as tenants by the entireties and known as 208 Alta-Loma Road, Madison, Davidson County, Tennessee 37115, shall be divested out of him and vested solely in the Wife.

Husband shall, by such documents as may be necessary and at Wife's sole cost and expense, including the cost of preparing said documents, the cost of recording, transfer taxes and documentary stamps, if any, convey unto wife all of his right, title and interest in and to said home property now owned by them as tenants by the entireties.

Wife shall assume and pay in accordance with its terms, the existing mortgage held by Federated Financial Mortgage and she shall indemnify and hold Husband harmless upon any and all liability in connection with said mortgage.

9. The parties agree that household furnishings, furniture, personal property and other personal effects remain in the possession and ownership of the respective party now in possession of the property so divided.

10. Each party covenants with the other that from this date forward, neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses.

11. Each of the parties will execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument, and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

12. It is agreed that Husband will pay and continue to pay the following accounts that were made during the marriage, and shall hold Wife harmless on any and all debts secured by these accounts: Nashville Memorial Hospital, Joe G. Allison, M.D.

13. It is agreed that the parties will file a joint income tax claim for the year of 1981, and that the Wife shall receive all of the income tax refund to pay certain bills that were behind upon the parties separation.

14. It is agreed between the parties that the Wife can claim the parties' minor child as a federal income tax deduction for income tax purposes.

15. Any court costs incurred as a result of the pending action for absolute divorce shall be paid by Husband.

16. The parties accept the provisions of this Agreement in full and final settlement satisfaction of any and all claims and rights which either of them have had or may now have against

the other party with respect to alimony, maintenance and support; and both Husband and Wife further do hereby forever release to the other all claims or rights to dower, homestead, alimony, inheritance, year support and all other property rights, except as provided for in this Agreement, which either has had, may now have, or may hereafter have but for this Agreement, as husband, wife, widower or widow by reason of the marital relationship now existing between the parties, in and to, or against the property of the other party whether now or hereafter acquired by such other party.

17. It is further understood and agreed by and between the parties that this Settlement Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the parties have set their signatures.

1-28-82
DATE

Kathy M. Biggs
KATHY M. BIGGS

1-29-82
DATE

Richard G. Biggs
RICHARD G. BIGGS

STATE OF TENNESSEE

COUNTY OF DAVIDSON

On this JAN day of 28, 1982, before me personally appeared KATHY M. BIGGS, to me known to be the person who executed the foregoing instrument in behalf of KATHY M. BIGGS and acknowledged that she executed the same as the free act and deed of said KATHY M. BIGGS.

NOTARY PUBLIC

My Commission expires Oct. 21, 1985

STATE OF TENNESSEE

COUNTY OF DAVIDSON

On this 27th day of January, 1982, before me personally appeared RICHARD G. BIGGS, to me known to be the person who executed the foregoing instrument in behalf of RICHARD G. BIGGS and acknowledged that he executed the same as the free act and deed of said RICHARD G. BIGGS.

NOTARY PUBLIC

My Commission expires July 17, 1985

4. That all right, title and interest of the Defendant in the parties' home property known as 208 Alta-Loma Road, Madison, Davidson County, Tennessee and described as follows:

LAND in Davidson County, Tennessee, being Lot No. 4 on the Plan of Gregory's Unrecorded Resubdivision of part of Lot No. 19 on the Map of Bransford Realty Company's Alta Loma Subdivision, as of record in Book 421, page 44, Register's Office for Davidson County, Tennessee, and described according to a copy of an unrecorded survey made by H. Gee, Surveyor, dated February 11, 1959, as follows:

BEGINNING at a point in the south margin of Alta Loma Road, 165 feet east of the east right of way of the L & N Railroad; at the corner of Lots Nos. 3 and 4; thence with the line between said Lots, southerly 227 feet to a point, which is 50 feet to a corner of Lot No. 5; thence with the line between lots Nos. 4 and 5 northerly 226.4 feet to the south margin of Alta Loma Road; thence with the margin of the same, westerly 55 feet to the point of beginning.

BEING the same property conveyed to William P. Denton and wife, Betty J. Denton, by deed from James Howard Kirby and wife, Jeanne R. Kirby, of record in Book 4160, page 943, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to Richard G. Biggs, and wife, Kathy M. Biggs, by deed from William P. Denton and wife, Betty J. Denton, of record in Book 5501, Page 891, Register's Office for Davidson County, Tennessee.

is divested out of the Defendant and vested in the Complainant, KATHY M. BIGGS, in fee simple, and that this Decree be considered a muniment of title and be recorded with the Register of Davidson County, Tennessee.

4. That the costs of this action be taxed to the Defendant.

ENTER the 17th day of Sept, 19 82.

JUDGE

Approved for Entry:

Mary Frances Lyle

MARY FRANCES LYLE
Attorney for Complainant

CERTIFICATE

I hereby certify that an exact copy of the foregoing Final Decree was mailed to the Defendant Richard G. Biggs, 1610 Russell Street, Nashville, Tennessee 37206, on this 24th day of September, 1982.

Mary Frances Lyle

MARY FRANCES LYLE

5074

H 134 03

IDENTIF. REFERENCE

BOOK 5952 PAGE 531

OCT 20 1 58 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RUSH

CASE NO. 82D-1845 SIXTH CIRCUIT MB 31C, PAGE 1767

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* Kathy M. Riggs *Plaintiff, and* Richard G. Biggs *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* 20th *day of* October *in the year one thousand nine hundred and* eighty-two *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Karen Farley, *D. C.*

Form #GR-117