145-16-12 2-2-79
378/1060

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JANICE FAYE OSMUNDSON WEATHERFORD,
Plaintiff,
-vs-
BILLY GENE WEATHERFORD,
Defendant.

BOOK 6024 PAGE 132

Number 93403

FINAL DECREE

This cause came on for hearing on the 9th day of January, 1979, before the Honorable Stephen North, Judge for the Fifth Circuit Court for Davidson County, Tennessee, upon the original Complaint filed by the Plaintiff, JANICE FAYE OSMUNDSON WEATHERFORD, and upon the statements of counsel for the Plaintiff, that a Property Settlement Agreement had been reached by the parties, and that the Defendant, BILLY GENE WEATHERFORD, 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 appropriate statute procedures observed and complied with by all parties. From all of which the Court finds that the allegations in Plaintiff's Complaint of irreconcilable differences have been fully sustained, that is, that the Defendant, BILLY GENE WEATHERFORD, and the Plaintiff, JANICE FAYE OSMUNDSON WEATHERFORD, 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 the Plaintiff, JANICE FAYE OSMUNDSON WEATHERFORD, is awarded an Absolute Divorce from the Defendant, BILLY GENE WEATHERFORD, and both parties are hereby restored to all the rights and privileges of unmarried persons. It is, therefore,

ORDERED, ADJUDGED and DECREED that the Property Settlement Agreement entered into by the parties is hereby approved and made the 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 18th day of August, 1978, by and between JANICE FAYE OSMUNDSON WEATHERFORD, hereinafter referred to as wife, and BILLY GENE WEATHERFORD, hereinafter referred to as husband.

WITNESSETH:

WHEREAS, there is now pending in the 5th Circuit Court of Davidson County, Tennessee, Case No. 93403, 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 said case relating to 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 have as of this date divided in a fair and equitable manner all furniture, accessories and household furnishings accumulated by the parties, to wit: husband will retain all hand tools, a CB base station, a CB mobile station and the antennas thereto, and the wife will retain all other furniture, accessories and household furnishings.

III.

That the wife, JANICE FAYE OSMUNDSON WEATHERFORD, shall have full custody and control of the parties' minor children, Paul Gordon Weatherford, age seven (7) years, and Michael Lendsey Weatherford, age five (5) years, with reasonable visitation rights reserved for the defendant, husband, BILLY GENE WEATHERFORD. The visitation shall include up to two weekends per month from Friday evening at six o'clock until Sunday evening at six o'clock, and a maximum of thirty (30) days uninterrupted visitation during the period of the children's summer vacation.

IV.

The husband agrees to pay Four Hundred Fifty ($450) Dollars as child support per month for the parties' minor children, Paul Gordon Weatherford and Michael Lendsey Weatherford, which shall be paid directly to the plaintiff, JANICE FAYE OSMUNDSON WEATHERFORD, Two Hundred Fifty ($250) Dollars on the first and Two Hundred ($200) Dollars on the fifteenth day of each month beginning September 1, 1978. That the husband will maintain medical insurance on both of the parties' minor children, until each reaches the age of eighteen (18), and further, husband agrees to pay any medical expenses not covered by said medical insurance up to Two Hundred Fifty ($250) Dollars per child per year. That the husband now has U.S. Savings Bonds worth Six Hundred ($600) Dollars at maturity set aside for the minor children and that he will continue to set aside bonds at the rate of one Twenty-Five ($25) Dollar bond every three months until the younges t child reaches the age of eighteen (18). The purpose of which is to defray college expenses.

V.

Husband further agrees that he will remit to wife Two Hundred ($200) Dollars on the first day of each year to help provide for clothing for the minor children of the parties', until said minor children reach the age of eighteen (18) years.

VI.

Husband further agrees that he will be responsible for any and all outstanding debts of the parties', to include any debts incurred before the signing of this agreement. These include: a note to Nashville City Bank, the balance of which is One Thousand Two Hundred Ninety-Three ($1,293) Dollars, a note to Remco TV, the balance of which is Two Hundred Twenty-Four ($224) Dollars, a note to U.S. Credit Union, the balance of which is One Thousand Two Hundred ($1,200) Dollars, a note to Gary G. Harber, the balance of which is Two Hundred ($200) Dollars, a bill to Dr. Harrison, the balance of which is Twenty-Four ($24) Dollars, a bill to Donelson Clinic, the balance of which is Two Hundred Thirty-Three ($233) Dollars, a bill to Sears, Roebuck and Company, the balance of which is Ten ($10) Dollars, a bill to Dr. Perrone, the balance of which is Fifty-One ($51) Dollars, a bill to Metro Ambulance Service, the balance of which is Forty ($40) Dollars, a bill to Bennett Plumbing, the balance of which is Fifty ($50) Dollars, and a bill to Marlow White, the balance of which is Fifty-Five ($55) Dollars, and any other debts which have been incurred during the marriage which may be unlisted by mistake.

VII.

Husband will retain the 1969 Ford Thunderbird automobile and the wife shall retain the brown 1974 Pinto station wagon.

VIII.

That the wife shall take sole possession and title to the real estate and house located at 4750 McBride Drive, Antioch, Davidson County, Tennessee, in fee simple. Said house and lot are now owned by husband and wife, jointly as tenants by the entirety, and in consideration of husband's contribution to the purchase of said house, wife agrees that in the event said house and lot are sold within ten (10) years to pay to him the sum of One Thousand Seven Hundred ($1,700) Dollars.

IX.

Husband agrees to paint the exterior of the above-mentioned house and four interior rooms in the house on or before January 1, 1979, at his own expense.

X.

Husband agrees to keep in force all insurance now in effect on his life and to list the children of the parties' as beneficiaries of said policies. The total amount of the insurance now in effect upon husband's life is Seventy-Six Thousand ($76,000) Dollars, and this total amount shall be maintained by substituting other policies in the event that any of those presently in effect are canceled for any reason.

XI.

It is further agreed between the parties that the wife will pay an attorney's fee in the amount of One Hundred Seventy-Five ($175) 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 JANICE FAYE OSMUNDSON WEATHERFORD, in the amount of One Hundred Seventy-Five ($175) 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.

XII.

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 twelve of this agreement shall be incorporated in the Final Decree of the Court in the 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/ Witness
WITNESS

/s/ Janice Faye Osmundson Weatherford
JANICE FAYE OSMUNDSON WEATHERFORD

/s/ Witness
WITNESS

/s/ Billy Gene Weatherford
BILLY GENE WEATHERFORD

It is, therefore, ORDERED, ADJUDGED and DECREED by this Court that the real property commonly known as 4750 McBride Drive, Antioch, Tennessee, be, and the same hereby is, vested out of the Defendant and vested in the Plaintiff, JANICE FAYE OSMUNDSON WEATHERFORD, in fee simple, subject to any indebtedness thereon. Said real property being more fully described as follows:

> Land in Davidson County, Tennessee, being Lot No. 235 on the Plan of Debra Heights Subdivision, Section 2, as of record in Book 3700, page 39, Register's Office for Davidson County, Tennessee.

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause shall be paid equally by the parties, for which execution may issue if necessary.

Stephen Ross
JUDGE

Enter This 2 Day of Feb., 1979.

APPROVED FOR ENTRY:

Edward L. Hiland

Edward L. Hiland
Attorney for Plaintiff
Suite 1411 Parkway Towers
404 James Robertson Parkway
Nashville, TN 37219
(615) 256-4747

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and exact copy of the foregoing Final Decree to the Defendant in this cause, BILLY GENE WEATHERFORD, National Guard Armory, 3000 Armory Drive, Nashville, Tennessee 37204, on this 31st day of February, 1979.

Edward L. Hiland
Edward L. Hiland

H 3 7 2 5 3

IDENTIF. REFERENCE

MAR 21 1 48 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

BOOK 6024 PAGE 136

File; Decree & Schedule

93403 Fifth Circuit Court 37B/1060

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* JANICE FAYE OSMUNDSON WEATHERFORD, *Plaintiff, and* BILLY GENE WEATHERFORD, *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* 9th *day of* March *in the year one thousand nine hundred and* eighty-three *and in the* two hundred seventh *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

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

Form #GR-117