6/27/75
29-B/778

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BRENDA PAULETTE WOODFIN,)
)
Complainant,) BOOK 6425 PAGE 112
)
-vs-) No. 77738
)
WILLIAM J. WOODFIN, JR.,)
)
Defendant.)

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on this 18th day of June, 1975, before the Honorable Stephen North, Judge of the Fifth Circuit Court of Davidson County, Tennessee, on the Petition for Absolute Divorce filed by the Complainant, which was served on the Defendant personally, and the answer of the Defendant; the cross-complaint and the cross-defendant's answer, which were withdrawn, upon the property settlement agreement submitted to the Court for approval, the statements of counsel, the testimony in open Court of the Complainant and her witnesses, the entire record of this cause, from all which it appears to the Court that the allegations of the original Petition are sustained by the proof and the Defendant has been guilty of such cruel and inhuman treatment or conduct toward the Complainant as renders further cohabitation with him unsafe and improper.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED, that an absolute divorce be and the same is hereby granted to Brenda Paulette Woodfin, and that the bonds of matrimony heretofore existing and subsisting between the parties be and are hereby, forever and perpetually dissolved, and the Complainant restored to the rights and privileges of an unmarried person.

It further appearing to the Court that the parties have entered into a fair and proper property settlement agreement, which property settlement agreement is approved and made a part hereof, for all of which judgment is given in form and substance as follows:

11/14-15.00- CHECK
3957

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, WILLIAM J. WOODFIN, JR., and BRENDA PAULETTE WOODFIN are husband and wife but are experiencing serious marital difficulties; and

WHEREAS, there is pending in the Fifth Circuit Court of Davidson County, Tennessee, a divorce action between the parties; and

WHEREAS, the parties hereto desire to settle all property rights involved between them, subject, however, to the approval of the Court;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. All right, title and interest to the home of the said parties located at 2009 Riverwood Drive, Nashville, Davidson County, Tennessee 37216, shall be vested in Brenda Paulette Woodfin. In the event she should sell the house before the parties' children reach their majority, the equity shall be used as a down payment toward another residence for Brenda Paulette Woodfin and the minor children, or in the event that no residence is purchased, then one-half (1/2) of any equity shall be placed in a trust for the minor children's education.

2. All right, title and interest in the 1971 Pontiac Firebird automobile shall be vested in Brenda Paulette Woodfin. All right, title and interest in the 1974 Datsun truck and the 1965 Corvette shall be vested in William J. Woodfin, Jr.

3. All right, title and interest in the stereo and speakers, saxophone, phonograph records, air compressor, cabinet, tools and tool-related equipment, and his clothing shall be vested in William J. Woodfin, Jr. And he shall also be awarded his homemade chest of drawers, personal books and magazines.

4. All right, title and interest in the remainder of the household furniture, furnishings, fixtures, and appliances shall be vested in Brenda Paulette Woodfin.

5. All insurance policies on the life of William J. Woodfin, Jr., shall be kept in full force and effect, premiums to be paid by William J. Woodfin, with the named beneficiaries remaining the same as they were listed on said policies as of February 23, 1975, or may be changed to the parties' children.

6. William J. Woodfin, Jr., agrees to maintain major medical and hospitalization insurance for the minor children.

7. William J. Woodfin, Jr., agrees to assume and pay all debts incurred prior to February 23, 1975, except (a) the mortgage on the parties' residence, and (b) one-half (1/2) of a dental bill owed to Dr. Willis of approximately $975 and one-half (1/2) of a medical bill owed to Dr. McMillan of approximately $400.

8. William J. Woodfin agrees to maintain car insurance on the 1971 Pontiac Firebird with Brenda Paulette Woodfin listed as the principal driver for one (1) year from the date of the final decree.

9. William J. Woodfin agrees to contribute One Hundred Twenty-Five ($125.00) Dollars per month for each of the parties' minor children, a total of Two Hundred Fifty ($250.00) Dollars per month, to be used for the support and maintenance of the parties' two (2) minor children.

10. William J. Woodfin, Jr., agrees to pay Brenda Paulette Woodfin's reasonable attorneys' fees in the amount of Three Hundred Fifty ($350.00) Dollars.

11. The parties will execute any and all necessary documents and agreements to effectuate the provisions of this Property Settlement.

12. Brenda Paulette Woodfin shall have no other rights or claims against William J. Woodfin, Jr., on account of or arising out of the marital relationship of the parties, except such rights and claims as she is specifically given in this Property Settlement Agreement.

13. Custody of the parties' minor children shall be vested in Brenda Paulette Woodfin with reasonable rights of visitation to be allowed William J. Woodfin, Jr.

IN WITNESS WHEREOF, the parties have executed this Property Settlement Agreenet this 18th day of June, 1975.

WILLIAM J. WOODFIN, JR.

Brenda Paulette Woodfin
BRENDA PAULETTE WOODFIN

IT IS FURTHER, ORDERED, ADJUDGED and DECREED, that custody of the parties' minor children be vested solely in the Complainant and that reasonable rights of visitation be afforded to the Defendant.

IT IS FURTHER, ORDERED, ADJUDGED and DECREED, that Defendant pay to the Clerk of this Court the sum of Two Hundred Fifty ($250.00) Dollars monthly, on or before the fifth day of each month, effective June, 1975, and likewise thereafter.

IT IS FURTHER, ORDERED, ADJUDGED and DECREED, that Complainant's attorney of record be and is hereby awarded a fee in the amount of Three Hundred Fifty ($350.00) Dollars for services rendered, for which judgment is given and for which execution may issue, if necessary.

IT IS FURTHER, ORDERED, ADJUDGED and DECREED, that Defendant be and is hereby taxed with the cost of this cause, for which a judgment is given and for which execution may issue, if necessary.

This 27 day of June, 1975.

STEPHEN NORTH, JUDGE

APPROVED FOR ENTRY:

JACK F. STRINGHAM II,
Attorney for Complainant.

FRANK J. KING, JR.,
Attorney for Defendant.

FELIX A. TIPPITT, REGISTER
DAVIDSON COUNTY, TN
Nov 14 9 44 AM '84
IDENTIF. REFERENCE
PUSH
1.6.3.3.5.3.

STATE OF TENNESSEE

I, **GEORGE L. ROOKER,** *Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the* Fifth *Circuit Court for Davidson County, Tennessee, on the* twenty-seventh *day of* June, 19 75, *in Case Number* 77738 *between* BRENDA PAULETTE WOODFIN, *Plaintiff, and* WILLIAM J. WOODFIN, JR., *Defendant, as same remains of record in Book* 29B, *Page* 778 *of the Minutes of 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* November *in the year one thousand nine hundred and* eighty-four *and in the* two hundred ninth *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By V. L. Rowland D.C.