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LORA VIRGINIA HUFF MASON	]	IN THE SECOND CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE
VS.	]	
TOY WESLEY MASON	]	NO. 95833

150-5
89

D E C R E E

This cause came on to be heard before the Honorable Donald D. Hildebrand, Special Judge, Division II, Circuit Court of Davidson County, Tennessee, on this the 10th day of August, 1979, upon the original petition of the plaintiff and default judgment subsequently taken, the defendant having failed to respond within the time provided by law. However, it was pointed out to the Court at the time of the hearing by counsel representing the plaintiff that the defendant was physically present in the courtroom during the hearing. From the testimony of the plaintiff, statement of counsel, and a review of the entire record of this cause, the Court is of the opinion that the plaintiff did successfully sustain her grounds for divorce, that is, that such irreconcilable differences exist between the parties as to make a continuation of their marriage not to their best interest nor the best interest of society as a whole.

It is therefore ORDERED, ADJUDGED and DECREED that the plaintiff, Lora Virginia Huff Mason, is awarded an absolute divorce from the defendant, Toy Wesley Mason, 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.

It is further ORDERED, ADJUDGED and DECREED that the property settlement agreement entered into by and between the parties and submitted to the Court for the Court's approval and ratification at the hearing of this cuase is ratified by the Court, and made a part of this the final decree as follows:

THIS AGREEMENT entered into by and between Lora Virginia Huff Mason, hereinafter known as "Wife," and Toy Wesley Mason, hereinafter known as "Husband;" and

WHEREAS, the parties are now husband and wife, but irreconcilable differences have arisen in their marriage that make a continuation of their marriage not to their best interests or to the best interests of society as a whole; and

WHEREAS, at this time, both parties wish to enter into certain agreements pertaining to a division of their properties, together with custody and support of their child; and

WHEREAS, both parties understand that said agreement will be presented to the Court in any domestic relations litigation commenced by either party, with the request that the Court approve and ratify the terms and conditions of this agreement, and that the same be made a part of any final decree of divorce entered on behalf of either party against the other, the parties hereby agree as follows:

(1) The custody of the minor child of the parties, Brian Patrick, shall be vested in the Wife, with the right and privilege of the Husband to see and visit said child at all reasonable times and places. As support for said child, Husband will pay to Wife the sum of $25.00 per week. Payments will be made directly to Wife by appropriate check, payable on or before Monday of each week, subsequent to the entry of the final decree in this cause.

(2) The Husband shall continue in full force and effect health insurance policies in regard to said aforementioned minor child. The Wife shall continue in full force and effect such life insurance policies as she presently has in regard to said aforementioned minor child.

(3) As alimony in solido, all of Husband's right, title and interest in and to real property now owned by the parties as tenants by the entirety and located at 3037 Anderson Road in

Antioch, Tennessee, as is now vested in Husband, shall be divested from Husband and awarded absolutely to Wife in fee simple title. Husband agrees to execute all documents necessary for the transfer of said property into the name of the Wife. Wife assumes the responsibility for the payment of the mortgage indebtedness against said property, and will hold Husband harmless from any further responsibility therefor. A lien in favor of the Husband in the amount of $4,000.00 shall be declared against said property. Said lien shall be unenforceable by Husband until such time as Wife shall sell said property, at which time Husband's lien will be paid in full. The Wife shall have the right to pre-pay said lien at any time prior to the sale of the property, if she should so desire.

(4) All of the personal possessions located in the home of the parties shall be divided by and between the parties in accordance with an agreement heretofore reached by the parties in this respect.

(5) The parties agree that they shall file a joint income tax return for the calendar year 1978, and that any refund that might be derived therefrom shall become the sole and absolute property of the Wife, who will use the same to pay outstanding debts.

(6) The savings account at the Third National Bank in the name of both parties shall be withdrawn and applied to current existing bills, including but not limited to the payment of the balance owed on the 1974 Grand Prix automobile to be awarded Wife, and upon other debts that the parties currently have, subject to certain provisions herein provided below.

(7) The savings account located at the Security Federal Savings and Loan Association in the name of both parties shall hereinafter become the absolute property of the Husband, free and clear from any claim thereon by Wife.

(8) The Husband will receive the 1974 MG/B automobile now titled in the name of Wife and encumbered with GMAC Finance

Corporation. The Husband shall assume the responsibility for the payment of the mortgage indebtedness thereon, and shall hold Wife harmless from any further responsibility therefor. Wife shall execute any and all documents necessary to transfer title of said automobile into the name of the Husband. The Wife shall receive the Grand Prix automobile now titled in both names, free and clear from any further claim thereon by Husband. Husband shall execute any and all documents necessary to transfer title of said automobile into the name of the Wife.

(9) In regard to certain outstanding bills now owed by the parties, the parties agree as follows: The Husband will pay one-third of the current VISA bill, the total amount of the bill being approximately $900.00, and Husband paying $300.00 thereof. The Husband will pay one-half of the Sears bill, being in the total amount of approximately $200.00, with Husband paying $100.00 thereof. The Husband will pay one-third of the current J. C. Penny bill, being in the approximate amount of $225.00, with the Husband paying $75.00 thereof. Each party agrees to pay one-half of the Vanderbilt Hospital bill due at the time of the execution of this property settlement agreement.

(10) Wife shall assume the responsibility for the payment of her attorney's fees, and Husband shall assume the responsibility for the payment of the court costs.

THIS AGREEMENT constitutes a full and final settlement of all claims, including but not limited to alimony, descent and distribution, etc., that one may have against the other.

THIS AGREEMENT entered into on this the 12th day of April, 1979.

Lora Virginia Huff Mason

Lora Virginia Huff Mason, "Wife"

Toy Wesley Mason

Toy Wesley Mason, "Husband"

Mrs J. L. Huff

Witness

It is further ORDERED, ADJUDGED and DECREED that the custody of the minor child of the parties, Brian Patrick Mason, shall be vested in the plaintiff, with the right and privilege of the defendant to see and visit said child at all reasonable times and places. Child support payments shall be in accordance with the terms as set forth in the property settlement agreement.

It is further ORDERED, ADJUDGED and DECREED that both parties shall execute any and all documents, including but not limited to deeds, transfer of title, etc., as may be necessary to accomplish the agreements as set forth in the property settlement agreement.

Defendant shall pay the costs of this cause, for which execution may issue, if necessary.

Entered this 10th day of ~~August~~ Sept, 1979.

Donald D. Dibrell
JUDGE

APPROVED FOR ENTRY:

Jack Norman
Jack Norman, Jr., Attorney for Plaintiff

I certify that I have mailed a copy of this Decree to the defendant, Toy Wesley Mason, at his last known address, 3037 Anderson Road, Antioch, Tennessee 37217, this 28th day of August, 1979.

Jack Norman
Jack Norman, Jr., Attorney

4677 12/12 19.00- CASH

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IDENTIF. REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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* Second *Circuit Court for Davidson County, Tennessee, on the* Tenth *day of* August, *19* 79, *in Case Number* 95833 *between* Lora Mason *Plaintiff, and* Toy Mason *Defendant, as same remains of record in Book* 118C, *Page* 2340 *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* 12th *day of* Decmeber *in the year one thousand nine hundred and* eighty-four *and in the* 209th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Barbara Eddings, *D.C.*

Form #GR-117