IN THE FIFTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

12-4-78
374/297
Map 74-16
Par. 177 &c.

CHARLES WAYLAND FLOYD

Plaintiff

VS.

MARTHA JEAN FLOYD

Defendant

NO. 93256

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FINAL DECREE

This cause came on to be heard before the Honorable Stephen North, Judge, on this the 15th day of November, 1978 upon the Petition for Absolute Divorce filed by CHARLES WAYLAND FLOYD, answer and cross bill by MARTHA JEAN FLOYD, answer to the cross bill, and an Order entered previously in this cause allowing MARTHA JEAN FLOYD to proceed on a non-contested bases on a Cross-Petition for Absolute Divorce, testimony of MARTHA JEAN FLOYd, statement of Counsel and from the entire record from all of which the Court finds that there have been irreconcilable differences between these parties and that Cross-Plaintiff, MARTHA JEAN FLOYD, should be granted an Absolute Divorce from the Cross-Defendant, CHARLES WAYLAND FLOYD; it is, therefore

ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore subsisting by and between these parties is hereby dissolved and Cross-Plaintiff, MARTHA JEAN FLOYD, is hereby granted an Absolute Divorce from the Cross-Defendant, CHARLES WAYLAND FLOYD.

It is FURTHER ORDERED that the Property Settlement Agreement heretofore entered into by and between these parties is hereby approved by the Court and is made a part of this Final Decree and ordered to be filed by the Clerk of this Court and it is copied herein verbatim:

PROPERTY SETTLEMENT AGREEMENT

This Agreement made and entered into on this ____ day of _____, 1978, by and between CHARLES WAYLAND FLOYD, hereinafter called "husband", and MARTHA JEAN FLOYD, hereinafter called "wife."

WITNESSETH

THAT WHEREAS, the parties are man and wife and as a consequence of certain irreconcilable differences that have arisen between the parties, a petition for absolute divorce has been filed;

AND WHEREAS, the parties are desirous of settling their property, custody and support rights subject to the approval of the Court;

AND WHEREAS, the husband has sued the wife for Absolute Divorce and the wife has answered and cross-filed for an Absolute Divorce and these actions are now pending;

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING
THIS DOCUMENT UNSATISFACTORY

AND WHEREAS, in the event that this Property Settlement Agreement is approved by the Court, this Agreement shall be a part of the Final Decree;

AND WHEREAS, MARTHA JEAN FLOYD can proceed on a non-contested bases to seek an Absolute Divorce against the Cross-Defendant.

Now therefore, for and in consideration of the mutual promises and agreements contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. Custody and control of the minor children is hereby granted to wi with reasonable rights of visitation to the husband and the husband shall pa the wife the sum of $150.00 per month per child as long as the children are under the age of 18 years of age and in addition, he shall buy the clothes, shoes and wearing apparel for his son, Barry, until Barry reaches 18 years o age.

2. Wife shall have the homeof the parties where they now live as tenan by the entirety in her name alone and shall have all of the household goods and furnishings, with the exception of certain personal affects and belongin of the husband, in her name alone and that which are located in the home of the parties.

3. Husband agrees to pay wife $150.00 per month as alimony in solidi for the next 84 consecutive months after this Agreement is signed.

4. Wife agrees to pay the J. C. Penny account, the American Oil accoun and the Cain Sloan and Castner accounts and shallkeep the credit cards for these companys.

5. Husband agrees to pay the Shell Oil and the Gulf Oil accounts and keep the credit cards to these two accounts in his name.

6. Wife shall have two cars, one a 1972 model and one a 1973 model in her name alone.

7. Husband agrees that wife shall remain the permanent beneficiary on the State Life Insurance and the New York Life Insurance policies and he will pay the sum of $29.00 per month as insurance policy drafts for these two life insurances and wife shall be the irrevocable beneficiary and husband agrees n to encumber these policies in anyway whatsoever.

8. Husband agrees to continue the hospitalization insurance covering th children at his place of employment or any other employment that he might hav if he should leave his present employer. Husband agrees to make the three children irrevocable beneficiaries of his term life insurance policy at his employer, Aladdin Industries in Nashville, Tennessee, so long as he is employ at this particular place and in the event he seeks new employment and as a pa of the consideration of his employment, he receives term life insurance cove

his life he agrees that to make the irrevocable beneficiaries on this policy any subsequent policy at any subsequent employer.

9. Each of the parties shall pay their own attorney for their services rendered in this cause.

10. Each of the parties shall have their personal affects and belongings free and clear from any claim of the other.

11. Husband shall keep the Datsun automobile in his name alone and wife shall have no claim thereon.

BOTH PARTIES understand that this Agreement is subject to the approval of the Court in the event a divorce is granted to either party, and, if approved, shall be incorporated into the Fianl Decree of Divorce, should the Court see fit to grant a divorce. Further, this Agreement shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might accrue to either in the future. Specifically included in this Agreement are any claims for support, maintenance alimony, attorney's fees, dower, homestead, inheritance or any other interest or demand which might otherewise be asserted by either party against the other or against the property or estate of the other. If approved by the Court, said Agreement is full, final and complete settlement of the property rights as between the parties and same is entered into without any collusion between the parties, but solely of their own free will and accord. Each of the parties agree to execute any papers or documents necessary to fully carry out and to effectuate the terms and agreements contained herein.

s/ DEBBIE RANDOLPH - Witness s/ CHARLES WAYLAND FLOYD

s/ H. PHILIP SADLER - Witness s/ MARTHA JEAN FLOYD

It is FURTHER ORDERED that the Property Settlement Agreement in Paragraph 8 thereof be amended by agreement of the parties as evidence by the signatures of the parties to this Final Decree so that if Cross-Defendan finds another place of employment, he will continue hospitalization on the children until they reach adulthood or emancipation with whatever coverage is vailable at that place of employment.

It is FURTHER ORDERED that all right, title and interest in and to the following described real estate be divested out of CHARLES WAYLAND FLOYD and vested in MARTHA JEAN FLOYD as her sole and absolute property.

land in Davidson County, Tennessee, being Lot No. 961 on the Plan of Hermitage Hills, Section 11, as of record in Book 3500, Page 30, Register's Office for said County, redesignated as Lot 961-A by instrument of record in Book 3676, Page 381, said Register's Office.

Said Lot fronts 77.0 feet on the westerly side of Plantation Drive and extends back 153.6 feet on the northerly line and 169.6 feet on the southerly line to a dead line, on which it measures 97.7 feet.

Being the same property conveyed to Charles Wayland Floyd and wife, Martha L. Floyd, by deed of record in Book 3795, Page 586, Register's Office for Davidson County, Tennessee.

It is FURTHER ORDERED that all right, title and interest in and to the household goods and furnishings is hereby divested out of CHARLES WAYLAND FLOYD and vested in MARTHA JEAN FLOYD as her sole and absolute property.

It is FURTHER ORDERED that all right, title and interest in and to the 1972 model automobile and the 1973 model automobile is hereby divested out of CHARLES WAYLAND FLOYD and vested in MARTHA JEAN FLOYD as her sole and absolute property and the titles to these two cars shall be signed by Cross-Defendant immediately and turned over to Cross-Plaintiff.

It is FURTHER ORDERED that in accordance with the terms and provisions of the Property Settlement Agreement, approved by the Court and made a part hereof, that an execution may issue if necessary to force any and all terms and provisions of this said Property Settlement Agreement.

Costs are hereby adjudged against Cross-Defendant, CHARLES WAYLAND FLOYD, which an execution may issue if necessary.

JUDGE

Enter This 4 Day of Dec., 197

Attorney for Cross-Plaintiff

Attorney for Cross-Defendant

Cross-Defendant

Cross-Plaintiff

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IDENTIF. REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RUSH

12-4-78 37A/297

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 correct transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Charles Wayland Floyd *Plaintiff, and* Martha Jean Floyd *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Gourt, at office, in Nashville, the* 21st *day of* February *in the year one thousand nine hundred and* Seventy Nine *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Coker, *D. C.*

Form #GR-117