1-23-79 ✓ 111A/177

BOOK 6888 PAGE 590

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Mag. 132.9
Rec. 82

KAY S. GRIFFIS,)
)
Plaintiff)
)
VS.) NO. 93257
)
B. S. GRIFFIS,)
)
Defendant)

FILED
JUN 17 9 18 AM '80
FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE 1 1 1 4 9

FINAL DECREE

This cause came on to be heard before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee upon the original Complaint filed by the Plaintiff, default judgment and Property Settlement Agreement from all of which the Court finds that the parties have incurred irreconcilable differences and the Property Settlement Agreement is hereby approved as follows:

This Agreement is made on the 10th day of October, 1978 by and between the parties and is a property settlement agreement for the purposes of dividing the existing properties and setting forth future obligations in contemplation of divorce between KAY S. GRIFFIS (herein referred to as "Wife") and B. S. GRIFFIS, JR. (herein referred to as "Husband").

WHEREAS, Wife has filed a bill in the Circuit Court for Davidson County, Tennessee, wherein she seeks an absolute divorce on the grounds of irreconcilable differences; and

WHEREAS, Wife and Husband have encountered certain irreconcilable differences in their marriage as a result of which they are living separate and apart; and

WHEREAS, it is the desire of the parties to make proper provisions for the custody, support and care of their minor children, to wit, Stacey, 15 years, and Deron, 12 years, together with the rights of the Wife and her alimony and support.

NOW, THEREFORE, IN CONSIDERATION OF the mutual undertakings hereinafter stated, the parties agree as follows:

1. The Wife shall have the absolute care, custody and control of the two minor children of the parties, to wit, Stacey, 15 years, and Deron, 12 years. The Husband shall have reasonable visitation rights with the children. The Husband shall pay as child support the sum of $250.00 per month.

2. The parties own a home located on real property at 912 Cadillac Drive, Nashville, Davidson County, Tennessee, and all right, title and interest in said real property shall be transferred to the Wife, and the Husband agrees to

execute the proper instruments to effectuate said transfer. The parties agree that the house will be sold in the event the Wife dies or at any time that she chooses to sell said home. In the event the Wife sells the home, the profit from the sale of the home shall be divided forty percent (40%) to the Husband and sixty percent (60%) to the Wife or the estate of the Wife. Profits shall be determined as that amount of money which exists after the payment of all fees, taxes, and mortgages or encumbrances on said real property. Husband and Wife agree to share the necessary repairs to maintain the house on an equal basis.

3. The 1973 Oldsmobile titled in the Husband's name shall be transferred to the Wife, and the Husband agrees to execute whatever instruments necessary to effectuate the transfer. The Wife agrees to quitclaim any right, title, and interest in any automobiles or motor vehicles which the Husband may own at the time of the separation agreement.

4. The parties agree that the furnishings located within the home at 912 Cadillac Drive shall become the sole and separate property of the Wife.

5. The Husband agrees to maintain the children on his health and accident benefits and to provide for their medical and dental care.

6. The Husband further agrees to make the minor children his irrevocable beneficiaries on his life insurance policies with the Wife being the payee as guardian for the benefit of the minor children, and said Wife and children shall remain irrevocable for so long as any of the minor children are legally incapacitated or until they reach their majority, at which time said beneficiary clause shall revert to the use and benefit of the Husband.

7. Husband shall pay to Wife the sume of $170.00 per month as alimony in futuro, beginning with the month of October 1978 and each month thereafter until Wife shall become remarried or dies.

8. Husband agrees that he shall be responsible for all of the family's outstanding indebtednesses as of the signing of this Property Settlement Agreement; however, after the signing of this Property Settlement Agreement, the parties agree that the Wife shall not incur any debt or pledge the credit of the Husband for the commodities used by she and the minor children of the parties, and, likewise, the Husband agrees that he will not charge or pledge the credit of the Wife for his indebtednesses.

9. Husband agrees that Ginger Griffis has already attained the age of 18 years at the time of the signing of this contract and that said child is currently attending school for advanced education, and Husband agrees that he will maintain said child in school until such time as she receives her basic degree in her major field. Husband also agrees to pay for advanced education of the other two minor children in the event they desire to attend an institution for higher learning.

10. Husband agrees to pay William L. Underhill, the Wife's attorney, the sum of $400.00 for services rendered in this matter.

11. Upon any legal action being taken between the parties, separation, separate maintenance, or divorce, this Agreement will be exhibited to the Court for approval and

incorporated into any Final Decree. The court costs of any such proceeding shall be paid by the Husband.

Executed at Nashville, Tennessee, the day and date first above written.

S/ Kay S. Griffis

S/ Bud S. Griffis, Jr.

It is therefore ORDERED, ADJUDGED and DECREED that the Plaintiff, Kay S. Griffis, be awarded an absolute divorce from the Defendant, Bud S. Griffis, Jr., and that she be restored to all of the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause be taxed to the Defendant for all of which let execution issue.

JUDGE

1-23-79

Approved for Entry:

William L. Underhill
Attorney for Plaintiff
214 Third Avenue, North
Nashville, TN 37201
Phone: 244-2070

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* Fourth *Circuit Court for Davidson County, Tennessee, on the* 23rd *day of* January, *19* 79, *in Case Number* 93257 *between* Kay S. Griffis *Plaintiff, and* B.S. Griffis *Defendant, as same remains of record in Book* 111A, *Page* 177 *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* 17th *day of* June *in the year one thousand nine hundred and* eighty-six *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By John L Murray *D.C.*

Form #GR-117