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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

59-10
141

EDITH DOBBINS BILLINGSLEY)
)
VS) NO. 77973
)
WILFORD BILLINGSLEY)

FILED
Nov 25 8 59 AM '80
DAVIDSON COUNTY, TN.

IDENTIFICATION

667723

ORDER

This cause came on to be heard on March 15, 1978, before the Honorable Benson Trimble, Judge, sitting by interchange for the Honorable Joe C. Loser, Jr., Judge. After hearing testimony of witnesses in open Court and viewing the complaint by the plaintiff, answer and counter claim by the defendant, and answer to the counter claim by the plaintiff, plus hearing statement of counsel for both parties, the court was of the opinion that the plaintiff, Edith Dobbins Billingsley should be granted an absolute divorce from the defendant, Wilford Billingsley, on the grounds of cruel and inhuman treatment, and was further of the opinion that final disposition of property rights between the parties should be reserved pending submission of an appraisal of certain real property located at 4016 Kings Circle.

The Court, having now received the appraisal from Robert W. Clark and having heard additional statements for attorneys for both the plaintiff and the defendant, is of the opinion that a property settlement agreement orally entered into between the parties on full advice of counsel is a fair and equitable settlement of all property rights.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the plaintiff, Edith Dobbins Billingsley, should be and is hereby awarded an absolute divorce from the defendant, Wilford Billingsley, on the grounds of cruel and inhuman treatment and that the parties

are restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff shall have as her sole and exclusive property all the items of household use or ornament, all of her personal effects, and all bank accounts in her name at this time. In addition, the plaintiff shall receive as her sole and exclusive property the 1974 Impala owned by the parties at the time of their separation. The plaintiff shall assume sole responsibility for any and all debts incurred by the parties prior to July 12, 1977, including but not limited to liability for certain loans at Associates Capital Corporation, for pest control on the home at 4016 Kings Circle, for insurance payments and any back taxes which may be due on the property at 4016 Kings Circle, and for certain sums of money which may be due to Morris Furniture Company. The plaintiff shall indemnify and hold harmless the defendant for any and all liability arising as a result of these debts.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant shall assume sole responsibility for any and all debts incurred by him which are solely for his benefit and not for the benefit of the plaintiff or their children. He shall indemnify and hold harmless the plaintiff on any and all such obligations.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant shall retain as his sole and exclusive property all personal effects and personal property which he now possesses, including any and all bank accounts which are listed in his name, and any and all automobiles which he possesses which are listed in his name.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff shall become the sole owner of a house and lot known as 4016 Kings Circle, Nashville, Tennessee. She shall be solely responsible for the first mortgage on the property, which is held by Noel Palmer Mortgage Company of Nashville, Tennessee. The plaintiff shall indemnify and hold harmless the defendant from any and all liability on this mortgage.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff shall execute a note payable to the order of Wilford Billingsley in the principal amount of $4,000.00 and bearing interest at the rate of 6% per annum. The said note shall provide that the plaintiff shall pay the regular monthly installments of $110.58 for forty consecutive months, until the said note is paid in full. The first payment is to be due on August 15, 1977. In order to secure the payment of this note the said plaintiff will execute a deed of trust, giving Wilford Billingsley a second mortgage on the real property located at 4016 Kings Circle, Nashville, Tennessee.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any and all items of personal property not hereinbefore specifically provided for shall become the sole and exclusive property of the party now in possession of said item or items in question.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said Wilford Billingsley shall pay no support for the said Rachel Lynn Billingsley, the minor child of the parties, as she has now reached age 18, that being the age of majority. The defendant shall also be and is hereby forgiven for all child support which might have been due between the date of separation and the date said child reached the age of majority as the property settlement arrangements contemplate and consider the child support which the defendant, Wilford Billingsley, might have been required to pay at arriving at the amount of equity in the home at 4016 Kings Circle, which the defendant is to receive.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that both the plaintiff and the defendant are to be responsible for paying their own attorneys.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all rights or claims which each party may have or hereafter acquire under the law of any jurisdiction in the other's property, including without

limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent and distribution, alimony and support, right to act as administrator or executor of the other's estate, are hereby waived, relinquished, and dissolved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each of the parties shall execute all instruments in a timely fashion needed to carry out the transfer of the various property rights involved in this order.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this action shall be taxed to the defendant, for which execution may issue, if necessary.

This _____ day of _____, 1977.

JUDGE

9-1-77

APPROVED FOR ENTRY:

LEVINE & LEVINE

BY: _____
Morris Levine, Attorney for Plaintiff

HAYNES & SMITH

BY: _____
Angus Willis, III, Attorney for Defendant

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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* 1st *day of* September, *19* 86, *in Case Number* 77973 *between* EDITH DOBBINS BILLINGSLEY *Plaintiff, and* WILFORD BILLINGSLEY *Defendant, as same remains of record in Book* 105C, *Page* 1546 *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* 25th *day of* November *in the year one thousand nine hundred and* eighty-six *and in the* Two Hundred and Eleventh *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Dan Kennedy, *D.C.*

Form #GR-117