1119/0128

THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

GEORGE G. RAGLAND)
-vs-)
FRANCES S. RAGLAND)

BOOK 7143 PAGE 26

No. 83828

MAP 130-16
PAR 12

FINAL DECREE

This cause came on to be heard this 24th day of February, 1977, before The Honorable Joe C. Loser, Judge of the Third Circuit Court of Davidson County, Tennessee, upon the complaint for divorce filed by George G. Ragland, the answer and counterclaim for divorce filed by Frances S. Ragland, the reply of the plaintiff, the testimony of the defendant, Frances S. Ragland, and two witnesses in open court, the statements of counsel and the entire record of this cause, from all of which it appears that the defendant, Frances S. Ragland, has proved her ground for divorce, to-wit, such cruel and inhuman treatment as renders further cohabitation unsafe and improper, and

It is, therefore, ORDERED, ADJUDGED and DECREED that Frances S. Ragland be, and she hereby is, awarded an absolute divorce from George G. Ragland, and restored to all the rights and privileges of an unmarried person;

It is, further, ORDERED, ADJUDGED and DECREED that the agreement executed by and between the parties on December 9 and December 20, 1976, be, and the same is hereby, approved in all respects, and is the judgment of the Court;

It is, further, ORDERED, ADJUDGED and DECREED that all right, title and interest of the said George G. Ragland, in and to the following described real estate be, and the same is hereby, divested out of him and vested in the defendant, Frances S. Ragland:

Land in Davidson County, Tennessee, as follows:

Being Lot No. 20 on the plan of Hycrest Acres, Section 3, as of record in book 2331, page 75, Register's Office for said County.

Said Lot No. 20 fronts 219.97 feet on the easterly side of Alcott Drive and extends back 207 feet on the northerly line and 262.9 feet on the southerly line to a dead line, measuring 144 feet thereon.

Being the same property conveyed to George G. Ragland and wife Frances S. Ragland, from James W. Veirs, Jr., and wife Linda W. Veirs, by warranty deed of record in Book 4455, page 153, Register's Office for Davidson County, Tennessee.

The costs of this cause are taxed against the original complainant and cross-defendant, George G. Ragland, for all of which execution may issue, if necessary.

JUDGE

3/2/77

APPROVED FOR ENTRY:

J. L. THOMPSON, III
Attorney for Frances S. Ragland

Enter This 7 Day of March, 1977

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed this 3rd day of March, 1977, to Aubrey B. Harwell, Jr., Attorney at Law, 8th Floor, Third National Bank Building, Nashville, Tennessee, 37219.

PROPERTY SETTLEMENT, CUSTODY, AND SUPPORT AGREEMENT

This Agreement made and entered into this 9th day of December, 1976, by and between GEORGE G. RAGLAND and FRANCES S. RAGLAND, both citizens and residents of Davidson County, Tennessee.

W I T N E S S E T H:

WHEREAS, the parties were lawfully married in Nashville, Davidson County, Tennessee, on November 23, 1953, and two children were born to the union, namely George Stepp Ragland, born October 9, 1957, and Lee Briggs Ragland, born April 23, 1960; and,

WHEREAS, certain differences have arisen between the parties to cause them to determine that they can no longer continue the marriage relationship and cohabit as man and wife and they are now living separate and apart from each other; and,

WHEREAS, it is the desire of both parties finally and for all time to determine and settle their property rights and all rights of support and maintenance of Frances S. Ragland by George G. Ragland, all dower and homestead rights, and all rights pertaining to the custody and support of the one remaining minor child of the parties, and all other rights of whatever description existing between the parties growing out of the marital relationship;

NOW, THEREFORE said parties hereto, for and in consideration of mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. That in the event either party obtains an absolute divorce, within ten (10) days of the date of entry

of a final decree of divorce, George G. Ragland and Frances S. Ragland to convey all right, title and interest in the home of the parties located at 4440 Alcott Drive, Nashville, Davidson County, Tennessee, to Frances S. Ragland; and further, will continue to pay the first mortgage on said house, including taxes and insurance, which payment is presently Two Hundred Thirty-Six ($236.00) Dollars per month.

2. That in the event either of the parties obtains an absolute divorce, George C. Ragland will immediately, upon the entry of a final decree, release and relinquish all right, title and interest in the furniture and household goods of the parties presently located at 4440 Alcott Drive, Nashville, Davidson County, Tennessee, and the color television set he possesses to Frances S. Ragland, and Frances S. Ragland will release and relinquish to George G. Ragland, all tools, clothing of George G. Ragland, and strictly personal belongings of his.

3. It is further agreed by and between the parties that any monies they may have in the respective bank accounts shall become the sole property of each of the named owners of each of the accounts.

4. In the event either party obtains an absolute divorce, immediately upon the entry of a decree of divorce, George G. Ragland agrees to pay to Frances S. Ragland, Six Hundred ($600.00) Dollars per month as alimony, less the house note for 4440 Alcott Drive, Nashville, Davidson County, Tennessee, including taxes and insurance on said premises, which is presently Two Hundred Thirty-Six ($236.00) Dollars per month, on or before the first day of each month, beginning January 1, 1977, said payments to continue until the death or remarriage of Frances S. Ragland.

of these payments at any time from date of entry of final decree of divorce

5. George Ragland agrees to cooperate fully with Frances S. Ragland in order for her to be the owner and beneficiary of $100,000 worth of life insurance, either by the obtaining of new policies or the transfer to her of existing policies. In any event, she will pay the premiums on such policies.

6. It is agreed further by and between the parties that each of the parties shall release and relinquish to the other immediately upon the date of entry of a final decree of divorce all right, title and interest in any and all securities, partnerships or other assets presently owned by either of the parties and not specifically provided for in this Agreement.

7. The parties agree with each other to execute any and all instruments, deeds, titles and other papers necessary to implement the terms of this Agreement.

8. It is agreed by and between the parties that Frances S. Ragland shall have the custody of the remaining minor child of the parties, Lee Briggs Ragland, with George G. Ragland to have extremely liberal visitation rights.

9. George G. Ragland agrees to pay to Frances S. Ragland for the care, custody and support of the remaining minor child of the parties, Lee Briggs Ragland, Fifty Dollars ($50) per month until such child reaches age eighteen (18). George G. Ragland further agrees to pay all the educational expense, inclusive of books and tuition for Lee Briggs Ragland until he reaches eighteen (18) years of age.

10. George G. Ragland agrees that in the event either party obtains an absolute divorce, he will, within thirty

(30) days of date of entry of final decree of absolute divorce, pay to counsel of record for Frances S. Ragland, legal fees in the amount of One Thousand Dollars ($1,000).

11. Each of the parties covenants with the other that from this date forward neither will contract any indebtedness on the credit of the other, and that if either shall be compelled to pay any debt of the other, other than those aforementioned, the party for whose benefit such payments shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expense, if any.

12. It is further understood and agreed that this Agreement shall in no way restrict either party's right to maintain any suit for divorce, and it shall in no way restrict either party's right to make a defense to such suit. It is further understood and agreed by and between the parties that, in the event a suit is filed and a divorce is granted, this instrument shall be incorporated in the divorce decree insofar as it undertakes to settle the matter of alimony and the property rights of the parties hereto.

13. It is further understood and agreed that this property settlement agreement is intended to be a final settlement of the property rights of the respective parties hereto and is a full discharge of George G. Ragland from all other obligations to support Frances S. Ragland and a discharge from all other claims arising out of their marital relationship and that each hereby waives and relinquishes to the other all rights for claims which each 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 or distribution, alimony and support, right to act as administrator or executor of the other's estate.

This Agreement applies to all property now owned by George G. Ragland and Frances S. Ragland, or any property that either of them may acquire in the future.

14. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

15. It is understood and agreed by and between the parties that this property settlement agreement is entered into without undue influence or coercion or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each of the parties acknowledges that the Agreement is fair and equitable and that is is being entered into voluntarily.

16. It is understood and agreed by and between the parties that all right, title and interest of George G. Ragland in and to a certain 1966 Chevrolet automobile, now in the possession of Frances S. Ragland, be divested out of him and vested in her, and that he will execute the certificate of title to the same to her immediately upon execution of this agreement.

IN WITNESS WHEREOF, the said parties, having read this instrument, discussed it with counsel, and familiarized themselves with its contents, signed and executed this instrument on the day and date above written.

George S Ragland
GEORGE G. RAGLAND

Frances S. Ragland
FRANCES S. RAGLAND

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me Lee Mon, a Notary Public in and for said County and State, the within named GEORGE G. RAGLAND, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL at Nashville, Davidson County, Tennessee, this 20 day of December, 1976.

Lee Mon
Notary Public

My commission expires:

My Commission Expires SEPT. 1, 1979

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me Marilyn Willis, a Notary Public in and for said County and State, the within named FRANCES S. RAGLAND, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL at Nashville, Davidson County, Tennessee, this 9 day of December, 1976.

Marilyn Willis
Notary Public

My commission expires:

May 23, 1977

BOOK 7143 PAGE 34

95830.

IDENTIFICATION REFERENCE

FEB 20 3 50 PM '87

FELIX Z. ZOLLICOFFER 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* Third *Circuit Court for Davidson County, Tennessee, on the* seventh *day of* March, *19* 77, *in Case Number* 83828 *between* GEORGE G. RAGLAND, *Plaintiff, and* FRANCES S. RAGLAND, *Defendant, as same remains of record in Book* 111A, *Page* 128 *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* 20th *day of* February *in the year one thousand nine hundred and* eighty-seven *and in the* two hundred eleventh *year of American Independence.*

CIRCUIT COURT SEAL DAVIDSON COUNTY TENN.

GEORGE L. ROOKER, *Clerk,*

By V. L. Rowland *D.C.*

Form #GR-117