File Book 12
2103194426

7-11-74

89A/228

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

MAP- 133-6
Par- 210 ML

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| GLENDA S. REED | X | |
| VS. | X | NO. 72365 |
| JAMES H. REED | X | BOOK 7263 PAGE 212 |

D E C R E E

This cause came on to be heard on the 14th day of June, 1974 before the Honorable Edward C. Coomer, Special Judge upon the original bill of divorce, the answer of the defendant and entire record in the cause and the testimony of witnesses appearing in open Court from all of which the Court finds that the complainant has made out her case as charged to wit: that the defendant has been guilty of such cruel and inhuman treatment as renders cohabitation unsafe and improper for her to be under his dominion and control, that she is entitled to an absolute divorce and the care, custody and control of the minor child of the parties, James Kevin Reed. A settlement agreement was presented to the Court signed by the parties who considered the same and approved said agreement which shall be the judgment of the Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting between the complainant and the defendant be and the same are hereby forever and perpetually dissolved and that the complainant shall have an absolute divorce from the defendant.

IT IS FURTHER ORDERED AND DECREED that the care, custody and control of the minor child of the parties, James Kevin Reed, age 4, is awarded to the complainant with the right to the defendant to see and have said child at reasonable hours and times upon giving the complainant 24 hours notice of when he will see or have said child with him and for how long he will keep the child.

IT IS FURTHER ORDERED AND DECREED that the general settlement agreement entered into and signed by the parties on the 3rd day of March, 1974, be and the same is hereby ratified and approved and made the judgment of the Court and made a part of this decree.

IT IS FURTHER ORDERED AND DECREED that the 1970 Chevrolet automobile now in possession of the complainant be and the title to said automobile is divested out of the defendant and vested in the complainant, subject to the loan against said car held by the Dixie Line Credit Union, which loan will be paid by the defendant and should be fully paid off in April, 1975 at which time clear title will be turned over to the complainant who will transfer title to the same into her name and the defendant will continue to pay the insurance premium on said 1970 Chevrolet until the loan is paid.

IT IS FURTHER ORDERED AND DECREED that the defendant will pay as child support to the complainant the sum of $40.00 per month and continue to pay said amount through April, 1975 at which time the child support will be increased to $125.00 per month.

IT IS FURTHER ORDERED and the Court hereby approved the division of certain household goods as set out in said settlement agreement, and payment of debts and loans.

IT IS FURTHER ORDERED AND DECREED that all right, title and interest in the real estate hereinafter described be, and the same is divested out of the defendant, said real estate being described as follows:

> Land in Davidson County, Tennessee, being Lot No. 14 on the Plan of Leonard Heights, as of record in Book 2330, page 15, Register's Office for said County, and more particularly described as follows:
>
> SAID Lot No. 14 fronts 75 feet on the easterly margin of Tibbs Drive and runs back between lines, 141.4 feet on the northerly side, and 140 feet on the southerly side, to a dead line in the rear, on which it measures 88 feet.
>
> BEING the same property conveyed to Dewey Averett Waynick, Jr., and wife, Dorothy Waynick, be deed from Lewis E. Gaines and Joe Gaines, of record in Book 2485, page 526, Register's Office for Davidson County, Tennessee.

and the defendant's title is hereby vested in the complainant in fee simple. The Complainant assumes and will pay future monthly payments.

IT IS FURTHER ORDERED AND DECREED that the defendant pay unto Thos. O.H. Smith, the sum of $250.00 as a reasonable fee for services rendered the complainant and judgment is hereby awarded against the defendant.

The cost of this cause will be taxed against the defendant, for all of which execution may issue, if necessary.

CIAL UD

Enter July 11, 1974

OKAY FOR ENTRY:

Thos O.H. Smith

Attorney for Complainant

CERTIFICATE

This is to certify that a copy of this decree was mailed to the defendant on this 11 day of July, 1974.

T.O.H. Smith

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

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|---|---|---|
| GLENDA S. REED | X | |
| | X | |
| | X | |
| vs. | X | NO: 72365 |
| | X | |
| | X | |
| JAMES H. REED | X | |

GENERAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into at Nashville, Tennessee, by and between GLENDA S. REED, hereinafter referred to as the Wife, and JAMES H. REED, hereinafter referred to as the Husband, to settle their rights concerning child support, visitation rights, alimony, debts and division of real and personal property, and

WHEREAS, the Wife has filed a divorce suit in the above numbered case, they have been living separate and apart in different residences and it appears that there will be no reconcilliation, and

WHEREAS, it is the purpose of this agreement to avoid extra litigation and by this agreement settle the foregoing stated matters.

THEREFORE, in view of the premises, the parties hereto have agreed as follows:

1. That the care, custody and control of the minor child, JAMES KEVIN REED, age 4, will be in the Wife, with the right of the Husband to see and have the child at reasonable hours, upon giving the Wife 24 hours notice of when he will see or have the child with him and for how long he will keep the child.

2. That the Husband will provide and carry life insurance and group health, medical and hospital insurance to cover these casualties for the child and keep the policies in force until he becomes of age.

3. That the parties have two automobiles, both titled in the Husband, a 1970 Chevrolet, which is in possession of the Wife, which possession and right to have and use will be extended to the Wife until the loan on it held by the Dixie Line Credit Union is paid in full by the Husband, which should be paid off in April, 1975, at which time title will be transferred to the Wife by the Husband, and the Husband will have the 1969 Plymouth automobile. The Husband will also pay the yearly insurance premium on the 1970 Chevrolet until the loan is paid and title put in her name.

4. That the parties are buying the real property known as 3726 Tibbs Drive, Nashville, Tennessee, title to which is held as tenants by the entirety, and that the Husband will transfer by deed or by decree of court his equity and interest in said real property to the Wife, which the Wife will assume and pay future monthly payments, as her property in fee simple.

5. That there are accounts or debts, possibly jointly incurred and payable, which the Husband will assume and pay, holding the Wife harmless from paying the following:

Super Card debt of approximately $350.00; Bank American Card debt of approximately $200.00; Sears Account of approximately $350.00; and

Make payments to Dixie Line Credit Union of $200.00 per month.

6. That the parties filed a joint income tax return for the year 1973 which shows a refund due and that they will share equally this refund and both parties will endorse this refund check and divide the proceeds equally.

7. That the Husband will pay as child support to the Wife the sum of $40.00 per month commencing immediately until April, 1975 at which time the child support will increase to $125.00 per month.

8. That the Wife will assume and pay, and hold the Husband harmless from paying an account at Castner Knott and a financed loan at City Finance Company.

9. That with reference to furniture the Husband has removed and has 3 pieces of a bedroom suite, leaving a dresser with the Wife and has removed and has a 6 piece den set of furniture, and that certain small things such as dishes, cuttery, etc. has been satisfactorily and agreeably divided.

10. That the Husband will pay to Thos. O. H. Smith, Attorney at Law, $250.00 as a reasonable fee for services rendered the Wife.

It is further understood and agreed that this entire agreement or such parts as is necessary may be incorporated in any divorce decree rendered in the case.

As evidence of their understanding and agreement to abide by the foregoing, each of the parties has signed and retained a copy of this instrument.

SIGNED at Nashville, Tennessee, this 3rd day of March, 1974.

Glenda S. Reed
GLENDA S. REED

James H. Reed
JAMES H. REED

OK FOR ENTRY AS ABOVE SET OUT:

Thos O H Smith
Attorney for Complainant

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34520

IDENTIFICATION REFERENCE

JUN 9 3 45 PM '87

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* Fourth *Circuit Court for Davidson County, Tennessee, on the* Eleventh *day of* July, *19* 74, *in Case Number* 72365 *between* Glenda S. Reed *Plaintiff, and* James H. Reed *Defendant, as same remains of record in Book* 89A, *Page* 228 *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* 5th *day of* June *in the year one thousand nine hundred and* Eighty-Seven *and in the* 211th *year of American Independence.*

**GEORGE L. ROOKER,** *Clerk,*

*By* U. Laary, *D.C.*

**Form #GR-117**