FILE BOX 45

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY
SITTING AT NASHVILLE, TENNESSEE

157C/2626

JACKIE BIGGS,
1325 LOUISVILLE HWY.
GOODLETTSVILLE, TN 37072
[redacted]-3911
PLAINTIFF,

vs.

DONALD WAYNE BIGGS,
1814 MERIDIAN STREET
NASHVILLE, TN 37207
[redacted]-6585
DEFENDANT.

No. 83D-4087

BOOK 7277 PAGE 310

39551

IDENTIFICATION REFERENCE

FINAL DECREE OF DIVORCE

This cause came on to be heard on the Petition of Plaintiff for an absolute decree of divorce on the grounds of irreconcilable differences. It now appears to the court that a notarized Property Settlement Agreement has been reached between the parties and filed with the court.

Now, based on the explanation in court that the utility bills were to be paid by Plaintiff, Jackie Biggs; based on the affirmative finding by this Court that the parties have made adequate and sufficient provisions by written agreement for the custody and maintenance of any children of the marriage and for the equitable settlement of any property rights between the parties; and based on the entire record in this cause,

IT IS ORDERED, ADJUDGED and DECREED that the Plaintiff, JACKIE BIGGS, shall be granted an absolute decree of divorce on the grounds of irreconcilable differences and shall be restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Property Settlement Agreement shall be approved in its entirety and adopted as the Order of this Honorable Court and incorporated herewith by reference; that the Property Settlement Agreement is modified by a requirement that all utility bills existing at the principal residence shall be paid by Jackie L. Biggs; that the house shall be divested of Donald Wayne Biggs and vested with Jackie L. Biggs, which property is more particularly described as follows to wit:

modified by a requirement that all utility bills existing at the principle residence shall be paid by Jackie L. Biggs; that the house shall be divested of Donald Wayne Biggs and vested with Jackie L. Biggs, which property is more particularly described as follows to wit:

LAND in Davidson County, Tennessee, being the north 50 feet of Lot No. 11 on the Resubdivision of I.D. Luton's Addition, as of record in Book 974, Page 55, Register's Office, Davidson County, Tennessee.

SAID part of said lot fronts 50 feet on the westerly side of Meridian Street and runs back between parallel lines 200 feet to a dead line.

BEING the same property conveyed to Ronnie D. Ledford et ux, Joy J. Ledford by deed from Robert W. Parkhurst and Edd R. Turner, III, of record in Book 5029, Page 663, Register's Office, Davidson County, Tennessee.

THIS conveyance is subject to any and all existing easements of record; and, any and all restrictions of record, Register's Office, Davidson County, Tennessee.

GRANTEES herein agree to assume and pay the unpaid balance of a note secured by a Deed of Trust to Commerce Union Bank of record in Book 5029, Page 666, Register's Office, Davidson County, Tennessee.

Escrow account and insurance is hereby transferred to grantees.

BEING the same property convenyed to Donald W. Biggs, and wife Jackie Lou Biggs, of record in Deed Book 5152, Page 879, Register's Office for Davidson County, Tennessee.

It is further ORDERED, ADJUDGED and DECREED that Bill Hodde shall have a lien for his attorney's fees and expenses in the amount of $386.00, which shall remain as a lien against the residence. The costs of this action shall be taxed to Jackie L. Biggs. For all of which let execution issue if necessary.

Done and entered this 23rd day of April, 1984.

JUDGE

APPROVED FOR ENTRY:

BILL HODDE
ATTORNEY FOR PLAINTIFF

Jackie L. Biggs
JACKIE L. BIGGS, Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing document was mailed, postage prepaid, to Mr. Donald Wayne Biggs, 1814 Meridian Street, Nashville, Tennessee 37207, this 23rd day of April, 1984.

BILL HODDE

FILE BOX 45

FILED
1994 JAN -3 PM 1:15
GEORGE L. ROOKER, CLERK
D.C.

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY
SITTING AT NASHVILLE, TENNESSEE

JACKIE BIGGS,
Plaintiff,

vs.

DONALD WAYNE BIGGS,
Defendant.

No. 93D-1627

BOOK 7277 PAGE 312

PROPERTY SETTLEMENT AGREEMENT

The parties hereby enter into a Property Settlement Agreement to dispose of all property rights and to make sufficient and adequate provision for the maintenance and support of the minor children of the parties. DONALD WAYNE BIGGS has been fully admonished to seek independant legal counsel before signing a quit-claim deed or this Property Settlement Agreement. He declined to do so even though he was advised that he would possibly be entitled to 1/2 of all property accumulated during the marriage. Now, therefore, in anticipation of the divorce and with the understanding that the Court will very probably approve this Property Settlement Agreement and will incorporate it into the final decree of divorce, the parties agree as follows:

1. The divorce will be granted to JACKIE BIGGS on the grounds of irreconcilable differences.

2. Custody of the minor children will be with JACKIE BIGGS subject to reasonable rights of visitation for DONALD WAYNE BIGGS. Visitation shall not disrupt the normally scheduled school activities of the children, nor shall he remove them from Tennessee without the mother's consent or a court approval.

Jackie L Biggs
JACKIE BIGGS

DONALD WAYNE BIGGS

FILE BOX 45
BOOK 7277 PAGE 313

The father shall be enjoined from molesting or haressing the mother at any time or place, by telephone or in person, for any reason. Visitation shall be exercized without dispute.

3. The father shall have such other visitation rights as ar reasonable.

4. Child support will be waived by the mother, if approved by the court. However, she specifically reserves her right to petition for a modificastion of this agreement (or decree of divorce), should circumstances so warrant. That is, if she becomes incapable of supporting the children, she shall be entitled to call upon the father for support. The father shall also be required to carry health and hospitalization insurance through his place of employment, if and when that becomes available through his place of employment.

5. The assets and liabilities of the parties shall be divided in the following manner:

A. JACKIE BIGGS shall be granted her 1975 Chevrolet 3/4 ton truck subject to any indebtedness against that vehicle, and all her personal property, not including furniture and furnishings.

B. DONALD WAYNE BIGGS shall be awarded his automobile, a 1967 Chevrolet Impala, which is paid for, and all remaining personal property as below.

C. The parties agree that such furniture and furnishings as are necessary for the maintenance and support of the minor children (their property and furnishings) shall remain with the mother. The father shall be given his personal assets, including his clothing, tools and miscellaneous personal property which would be of little or no value to the children.

Jackie L Biggs
JACKIE BIGGS

DONALD WAYNE BIGGS

FILE BOX 47

D. The father shall pay his own indebtedness and the existing debts of the children (uncovered expenses for medical bills). The mother shall pay her bills and file insurance claims for the children.

E. The mother shall be responsible for all household expenses above from her portion of the child support, not otherwise mentioned herein.

F. The father shall be divested of his interest in the residence, which shall vest with the mother. This will vest full ownership of the residence in her, subject to any indebtedness. A copy of the legal description will be attached hereto as Exhibit "A", and incorporated herein by reference.

7. The father shall be required to maintain all existing life insurance for the use and benefit of the minor children. A schedule of life insurance policies now in existance will be attached hereto and incorporated herewith by reference as Exhibit "B".

8. Any unpaid court costs will be paid by the father. Each party will pay his or her own attorneys fees.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 9th day of January, 1984.

Jackie L Biggs
JACKIE BIGGS

DONALD WAYNE BIGGS

APPROVED FOR ENTRY:

BILL HODDE
ATTORNEY FOR PLAINTIFF

All responsibility of existing bills will be paid

BOOK 7277 PAGE 315

FILE BOX 45

State of Tennessee)

County of Davidson)

Personally appeared before me the undersigned authority the said Jackie L. Biggs, with whom I am personally acquainted who executed the foregoing instrument for the purposes therein mentioned as his/her free and voluntary act and deed.

Myra Parelus
Notary Public

My commission expires: April 19, 1987

State of Tennessee)

County of Davidson

Personally appeared before me the undersigned authority the said Donald Wayne Biggs, with whom I am personally acquainted who executed the foregoing instrument for the purposes therein mentioned as her/his free and voluntary act and deed.

Dorothy Lackey
Notary Public

My commission expires: 7-22-84.

83D-4087

EXHIBIT "A"

FILE BOX 45

BOOK 7277 PAGE 316

LAND in Davidson County, Tennessee, being the north 50 feet of Lot No. 11 on the Resubdivision of I. D. Luton's Addition, as of record in Book 974, page 55, Register's Office, Davidson County, Tennessee.

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THIS conveyance is subject to any and all existing easements of record; and, any and all restrictions of record, Register's Office, Davidson County, Tennessee.

GRANTEES herein agree to assume and pay the unpaid balance of a note secured by a Deed of Trust to Commerce Union Bank of record in Book 5029, page 666, Register's Office, Davidson County, Tennessee.

Escrow account and insurance is hereby transferred to grantees.

BEING the same property conveyed to Donald W. Biggs, and wife Jackie Lou Biggs, of record in Deed Book 5152, page 879, Register's Office for Davidson County, Tennessee.

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* First *Circuit Court for Davidson County, Tennessee, on the* 23rd. *day of* April, *19* 84, *in Case Number* 83D-4087 *between* Jackie Biggs *Plaintiff, and* Donald Wayne Biggs *Defendant, as same remains of record in Book* 157C, *Page* 2626 *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* 26th. *day of* May *in the year one thousand nine hundred and* Eighty-Seven *and in the* 211th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By D Tucker *D.C.*

Form #GR-117

EXHIBIT "B"

FILE BOX 45

Schedule of Insurance
Avon Security Protector
Accidental Death Insurance
Certificate Number: 008 380 247 010 (Family Plan)

BOOK 7277 PAGE 317

AVON SECURITY PROTECTOR

Certificate of Insurance

Accidental Death Insurance

CERTIFICATE NUMBER: 008 380 247 010

EFFECTIVE DATE:	PLAN:	ANNUAL PREMIUM:
SEPTEMBER 23, 1982	FAMILY	$28.00

INSURED:
MRS. JACKIE L. BIGGS
1814 MERIDIAN ST
NASHVILLE, TN 37207

AVON REPRESENTATIVES GROUP INSURANCE PROGRAM

Underwritten by Springfield Life Insurance Company Incorporated

The Springfield Life Insurance Company, Inc. certifies that you and, if elected, your Eligible Family Members are insured under Group Policy Number N9327 issued to the Avon Representatives Association.

The word you refers to the Insured shown above. We or us refers to the Springfield Life Insurance Company, Inc.

We provide the insurance coverage stated in the Policy. We do this in return for your payments, called premiums. Your coverage goes into effect at 12:01 A.M. Standard Time on the Effective Date shown above.

ELIGIBLE FAMILY MEMBERS
Your Eligible Family Members are the following persons living in your household: your spouse and your unmarried dependent children (including stepchildren) who are more than 14 days, but less than 23 years of age. An unmarried dependent child under 23 years old who does not live with you because he or she attends school full time is also considered an Eligible Family Member.

THIRTY-DAY RIGHT TO EXAMINE CERTIFICATE
You can return this Certificate within 30 days after receiving it. The returned Certificate will be treated as if we never issued it. We'll promptly refund any premium paid.

BENEFIT LIMITATIONS
An Insured Person may have only one Certificate under this Group Policy Number at any one time. If an Insured Person is covered under more than one Certificate, only that Certificate providing the highest benefits will be effective, and all premiums paid for any other coverages will be returned to you.

GUARANTEED FOR LIFE
SUBJECT TO ADJUSTABLE PREMIUMS
You can continue this Certificate for life by paying the premium when due. We can change your premium only if we change it for all persons insured under the Group Policy.

GRACE PERIOD
After you pay the first premium, you can pay any premium within 31 days after its due date without losing your coverage. These 31 days are called the grace period.

ACCIDENTAL DEATH INSURANCE PROVISIONS

INSURING CLAUSE
The Policy provides a lump sum benefit for death of an Insured Person due to an accident which occurs while covered under the Group Policy. We will pay this benefit if an accidental bodily injury, directly and without other contributing cause, results in the death of an Insured Person. The death must occur within 365 days after the date of the accident.

SCHEDULE OF INSURANCE
Amount of Lump Sum Accidental Death Benefit Up to Age 65

		Your Insured Family Members*	
Benefit Category	You	Spouse*	Each Child*
Benefit 1	$30,000	$15,000	$7,500
Benefit 2	20,000	10,000	5,000
Benefit 3	10,000	5,000	2,500

*This applies only if you have the Family Plan. If at the time of death of a child you have no spouse insured, the accidental death benefit for the child is increased by 25%. If at the time of death of your spouse you have no children insured, the accidental death benefit for your spouse is increased by 10%.

REDUCTION OF BENEFITS AFTER SIXTY-FIFTH BIRTHDAY
If the injury that is the cause of death occurs after the Insured Person's 65th birthday, the amount of the accidental death benefit will be 50% of the amount shown above.

BENEFIT 1
We will pay the amount shown for Benefit 1 if death results from

(a) riding as a fare-paying passenger in any air, land or water conveyance operated by a concern organized to carry passengers for hire, or

(b) riding as a passenger on a school bus while being operated for or on behalf of a public, private, or parochial school

(over)