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PAR. 401 AM
12-20-78
33B/1531

BOOK 7495 PAGE 30

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

REBA LYTLE BIGGERS,	)	
Plaintiff,	)	
V.	)	NO. 84830
GEORGE W. BIGGERS,	)	
Defendant.	)	

FINAL DECREE

This cause came on to be heard on the 11th day of December, 1978, before the Honorable James M. Swiggart, Judge of the Sixth Circuit Court for Davidson County, Tennessee, on plaintiff's Complaint for Absolute Divorce, Amended Complaint for Absolute Divorce, and all pleadings in the cause, including the Property Settlement Agreement signed by the plaintiff and the defendant. After statement of counsel and the testimony of the plaintiff, the Court finds as a matter of fact that the parties have irreconcilable differences, and it is, therefore,

ORDERED, ADJUDGED and DECREED by the Court that the plaintiff, Reba Lytle Biggers, be and is hereby awarded an absolute divorce from the defendant, George W. Biggers, and the bonds of matrimony heretofore subsisting between the parties are forever and perpetually dissolved and the plaintiff, Reba Lytle Biggers, is restored to all the rights and privileges of an unmarried person.

And, it further appearing to the Court that the parties to this cause have entered into a Property Settlement Agreement, which Property Settlement Agreement is as follows:

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

REBA LYTLE BIGGERS, Plaintiff	)	
V.	)	NO. 84830
GEORGE W. BIGGERS, Defendant/Counter-Plaintiff	)	
V.	)	
REBA LYTLE BIGGERS, Counter-Defendant	)	

PROPERTY SETTLEMENT AGREEMENT

The parties to this Agreement are Reba Lytle Biggers and George W. Biggers, both of whom were married on November 16, 1969, in Nashville, Davidson County, Tennessee, and both of whom have adopted a child, Lisa Biggers, who is now four years of age. The parties have determined that they have irreconcilable differences which they cannot reconcile and for which a divorce should be granted. The parties have accumulated certain real estate and personal property which they desire to divide pursuant to approval by the Court at the final hearing of this cause. The parties understand that after the filing of the Amended Complaint for Absolute Divorce which was March 27, 1978, that the Complaint must have been filed for a total of ninety days before it can be set for trial, and they have agreed that they have irreconcilable differences and that the original plaintiff, Reba Lytle Biggers, should obtain an absolute divorce, and they have agreed upon all matters hereinafter stated.

Plaintiff, Reba Lytle Biggers, shall be hereinafter referred to as "Wife", and defendant, George W. Biggers, shall be hereinafter referred to as "Husband".

1. The Wife shall obtain an absolute divorce on the ground of irreconcilable differences.

2. The Wife shall have sole custody of the parties' minor child, Lisa Biggers, and the husband shall have visitation privileges with the minor child each Sunday from 1:00 p.m. until 4:00 p.m. and at other reasonable times and places as the parties may agree upon. Whenever the Husband finds that he

for any reason will be late in picking up the minor child to exercise his visitation privileges, he shall notify the Wife as far in advance as possible to 1:00 p.m. on Sundays, which is the designated hour for the beginning of his visitation rights.

3. The Husband agrees to pay directly to the Wife the sum of Thirty-five ($35.00) Dollars per week as support and maintenance for the parties' minor child.

4. The Husband agrees that the Wife shall be allowed to maintain all the household furniture, furnishings and appliances at the home of the parties at 1205 Meridian Street, Nashville, Davidson County, Tennessee, with the exception of the following items: the beige living room suite consisting of a couch and two chairs; antique dinette suite consisting of a table and four chairs; a sewing machine; and any of the Husband's personal clothing, all of which will be removed from the home of the parties at 1205 Meridian Street, Nashville, Davidson County, Tennessee, by prior arrangement and agreement of the parties.

5. That any and all interest which the Husband may have in the house and lot located at 1205 Meridian Street, in Nashville, Davidson County, Tennessee, and recorded in the Davidson County Register's Office in Book 4434, page 154, a better description of which is as follows:

> Land in Davidson County, Tennessee, being Lot No. 3 on the Plan of Crutcher's Subdivision of the Lucy H. Lindsley Property, as of record in Book 161, page 129, Register's Office for said County.
>
> Said Lot No. 3 fronts 50 feet on the easterly side of Meridian Street and runs back between parallel lines 150 feet to an alley.
>
> Being the same property conveyed to George W. Biggers and wife, Reba Joyce Biggers by deed from United Construction Corporation of Nashville, of record in Book 4434, page 154, Register's Office for Davidson County, Tennessee.

shall be divested out of him and vested in the Wife for her sole and separate use.

6. The Wife shall maintain ownership and title of the vehicle which she currently has in her possession to the exclusion of any interest the Husband may have in the same; likewise, the Husband shall maintain possession and interest in the vehicle which is currently in his possession to the exclusion of any interest the Wife may have in same. Both the Wife and Husband will sign whatever documents necessary to transfer full title of the respective vehicles into the name of the party presently in possession of that vehicle. Each party will maintain and assume all indebtedness on the respective vehicles and agree to hold harmless the spouse not having possession of said vehicle of any indebtedness remaining on either vehicle. The Husband shall also maintain ownership of a 1963 Chevrolet popsicle truck to the exclusion of any interest the Wife may have in same. The Wife shall sign any necessary documents to transfer title of said vehicle into the name of the Husband alone. The Husband further agrees to assume any outstanding indebtedness on the said 1963 Chevrolet popsicle truck and hereby agrees to hold harmless the Wife for any outstanding indebtedness remaining on said vehicle.

7. The Husband agrees to pay the Wife's attorney of record, Joe P. Binkley, Jr., the sum of Three Hundred Fifty ($350.00) Dollars toward his fees for the representation of the plaintiff, Reba Lytle Biggers. The Husband agrees for the judgment to be entered on said Three Hundred Fifty ($350.00) Dollar attorney's fee, and agrees to pay said fee at the rate of One Hundred ($100.00) Dollars a month.

J.P.B. Jr. BMR 8. The ~~Husband~~ parties agree~~s~~ to ~~pay~~ split all court costs which have been incurred in this case.

Witness

x Reba Lytle Biggers
REBA LYTLE BIGGERS

George W. Biggers
GEORGE W. BIGGERS

The Court finds that the foregoing Property Settlement Agreement is proper in all respects, and it is further

ORDERED, ADJUDGED and DECREED by the Court that the Property Settlement Agreement heretofore entered into by the parties to this cause is in all things ratified, approved and confirmed by the Court, and is made a part of this Decree for all purposes contained therein.

It is further ORDERED, ADJUDGED and DECREED by the Court that the sum of Three Hundred Fifty ($350.00) Dollars, attorney's fee, be paid by the defendant, George W. Biggers, payable at the rate of One Hundred ($100.00) Dollars per month commencing with the month of January, 1979, and for which let judgment be entered and execution issue, if necessary.

It is further ORDERED, ADJUDGED and DECREED that all costs of this cause are to be divided equally between the parties for which let execution issue, if necessary.

Enter this 16th day of Dec., 1978.

JUDGE

JOE P. BINKLEY, JR.
Attorney for Plaintiff

CC: Mr. Bernard M. Rosenblum
Attorney for Defendant
18th Floor
Life & Casualty Tower
Nashville, Tennessee 37219

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IDENTIFICATION REFERENCE

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FELIX Z WILSON CLERK & MASTER
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* Sixth *Circuit Court for Davidson County, Tennessee, on the* 20th *day of* December, *19* 78, *in Case Number* 84830 *between* Reba Lytle Biggers *Plaintiff, and* George W. Biggers *Defendant, as same remains of record in Book* 23B, *Page* 1531 *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* 21st *day of* March *in the year one thousand nine hundred and* eighty-eight *and in the* 212th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By A. Duggery *D.C.*

Form #GR-117