8-11-80
91-15-Ba.Pa1357 1181/528

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 7846 PAGE 100

LINDA FAYE WILLIAMS BINKLEY,

Plaintiff,

vs.

CLAUDE WILMAR BINKLEY,

Defendant.

NO. 80D-1465

FINAL DECREE

This cause came on to be heard on the 8th day of August, 1980, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the plaintiff's Complaint for Absolute Divorce, the defendant having dispensed with the need for personal service by entering into a written and notarized Child Custody and Property Settlement Agreement, as provided for by T.C.A. §36-801(II), the testimony of the plaintiff in the Complaint, and upon the entire record; from all of which it is found by the Court that the plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED by the Court that the plaintiff, Linda Faye Williams Binkley, be, and hereby is, awarded an absolute divorce from the defendant, Claude Wilmar Binkley, and that the plaintiff be restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the parties' Child Custody and Property Settlement Agreement heretofore submitted and approved by the Court, and attached hereto, be incorporated into and made a part of this Final Decree.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the costs of this cause be assessed against the plaintiff, for which execution may issue if necessary.

ENTER, this 11th day of August, 1980.

JUDGE

SUBMITTED FOR ENTRY:

DAVID A. HARRELSON
Attorney for Plaintiff
2108 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
Telephone: 615/244-7706

cc: Mr. Claude Wilmar Binkley
4705 Nevada Avenue
Nashville, Tennessee 37209

IN THE _____ CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LINDA FAYE WILLIAMS BINKLEY)
)
vs.) NO. _____
)
CLAUDE WILMAR BINKLEY)

CHILD CUSTODY AND
PROPERTY SETTLEMENT AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants, promises, and undertakings hereinafter more fully set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, THIS AGREEMENT is entered into this 7th day of April, 1980, by and between LINDA FAYE WILLIAMS BINKLEY, hereinafter referred to as "Wife", and CLAUDE WILMAR BINKLEY, hereinafter referred to as "Husband", for the purpose of defining certain rights and privileges and transferring certain properties, effective now and on the date an Absolute Divorce is granted. THEREFORE, the parties do agree as hereinbelow set out:

1. The Husband shall have exclusive care, custody and control of the minor child of the parties; and the Wife shall have reasonable visitation with said child at such times and places as the parties may mutually agree.

2. The Husband shall have all right, title and interest in and to a house and lot owned by the parties located at 4705 Nevada Avenue, in Nashville, Davidson County, Tennessee; and the Husband hereby agrees to assume sole responsibility for the repayment of any debts, mortgages or other incumbrances secured by said real property.

3. The Husband shall have all right, title and interest in and to one (1) 1969 Mercury Comet automobile; and he shall be solely responsible for the repayment of any

loans secured by said automobile.

4. The Wife shall have all right, title and interest in and to one (1) 1971 Pontiac automobile; and she shall be solely responsible for the repayment of any loans secured by said automobile.

5. The Wife shall have the right to retain the use of her married name.

6. All interest in any other tangible personal property owned by the parties and now in the possession of the Wife is hereby divested out of the Husband and vested solely in the Wife; and all interest in any other tangible personal property owned by the parties and now in the possession of the Husband is hereby divested out of the Wife and vested solely in the Husband.

7. It is mutually understood and agreed by and between the parties hereto that this is a complete and final Property Settlement Agreement between them; and that in the event a divorce is granted, neither of them will ever hereafter have any property claims whatsoever against the other, except as described and provided for herein.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

LINDA FAYE WILLIAMS BINKLEY

CLAUDE WILMAR BINKLEY

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, CLAUDE WILMAR BINKLEY, with whom I am personally acquainted, and who acknowledged to me that he signed the within Child Custody and Property Settlement Agreement as his free act and deed for the purposes therein contained, this 11th day of April, 1980.

NOTARY PUBLIC

My commission expires:
_____.

STATE OF TENNESSEEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, LINDA FAYE WILLIAMS BINKLEY, with whom I am personally acquainted, and who acknowledged to me that she signed the within Child Custody and Property Settlement Agreement as her free act and deed for the purposes therein contained, this 11th day of April, 1980.

NOTARY PUBLIC

My commission expires:
7/15/82.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

BOOK 7846 PAGE 105

34838

MAY 22 11 36 AM '89

Mail
Claude Binkley
4705 Nevada
Ave
37209

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* 11th *day of* August, *19* 89, *in Case Number* 88D-1465 *between* Linda Faye Williams Binkley *Plaintiff, and* Claude Wilmar Binkley *Defendant, as same remains of record in Book* 118A, *Page* 528 *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* 22nd *day of* May *in the year one thousand nine hundred and* eighty-nine *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By R. Spurlock *D.C.*

Form #GR-117