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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

H. Spurlock

VICKIE RUTH PERRY BEARD)
)
VS.) NO. 88D-4659
)
WILLIAM ANTHONY BEARD)

BOOK 8140 PAGE 217

FINAL DECREE

This cause came on to be heard this 18th day of July, 1989, before the Honorable ~~Muriel Robinson~~ Joseph Daghman, Special Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the complaint for absolute divorce filed by the wife, signed and notarized marital dissolution agreement having been filed with the Court, and testimony of the wife, statement of counsel for the wife, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage, and a divorce should be granted.

It is, therefore, **ORDERED, ADJUDGED,** and **DECREED** that the wife, VICKIE RUTH PERRY BEARD, be and hereby is awarded an absolute divorce from the husband, WILLIAM ANTHONY BEARD, on the grounds of irreconcilable differences, T.C.A. § 36-4-103, and both parties are hereby restored to all the rights and privileges of unmarried persons.

Pursuant to T.C.A. § 36-4-103(b), the Court affirmatively finds that the parties hereto have made adequate and sufficient provision, by written agreement, for the equitable settlement of any property rights between the parties and, further, that they have made adequate and sufficient provision for the custody and support of the minor child at this time. The Court hereby approves the marital dissolution agreement, and the same is hereby incorporated in words and figures as follows:

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MARITAL DISSOLUTION AGREEMENT

This agreement entered into this 30th day of June, 1989, by and between Vickie Ruth Perry Beard, hereinafter referred to as "Wife", and William Anthony Beard, hereinafter referred to as "Husband";

WITNESSETH:

WHEREAS, certain difficulties have arisen between the parties which appear to be irreconcilable and there has been filed in the Fourth Circuit Court for Davidson County, Tennessee a petition for absolute divorce between the parties, being Vickie Ruth Perry Beard vs. William Anthony Beard, bearing docket number 88D-4659; and

WHEREAS, both parties desire to agree upon and fix their rights and duties, respecting their respective estates, child support, and any and all matters concerning their respective rights and duties by reason of the marital relationship.

NOW, therefore, in settlement, adjustment and compromise of all property rights, and questions and matters arising by reason of the marital relationship and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

1. DIVORCE: The Wife shall proceed to court and attempt to obtain an absolute divorce.

2. CUSTODY: The Wife shall have the custody of the minor child of the parties, Chadwick Lee Beard, age ten, and the Husband shall have the right of visitation every other weekend from Friday evening at 6:00 p.m. until Sunday evening at 6:00 p.m., one week at Christmas, three weeks during the summer, and he shall further have the right to telephone the minor child at reasonable times.

3. CHILD SUPPORT: To assist with the care, support, and maintenance of the said minor child, the Husband shall pay directly to the Wife the sum of $125.00 a week. Unless specifically ordered by the Court, such support shall not be reduced or pro-rated. The Wife shall have the right to claim the minor child as an exemption for income tax purposes.

4. INSURANCE: The Husband agrees to maintain in full force and effect medical, hospital, dental and optical insurance on the minor child so long as this is provided by his employer.

5. REAL PROPERTY: The Wife shall receive all of the Husband's right, title and interest in and to the real property of the parties located at 321 Cedarcliff Road in Antioch, Tennessee and at Lakewood Park, Beechgrove, Tennessee and she shall assume all indebtedness owed on said two pieces of real property.

6. MOTOR VEHICLES: The Wife shall receive all of the Husband's right, title and interest in and to the 1989 Ford Probe automobile and she shall assume all indebtedness owed thereon and shall hold the Husband harmless.

The Husband shall receive all of the Wife's right, title and interest in and to the 1989 F-150 Truck and he shall assume all indebtedness owed thereon and shall hold the Wife harmless.

7. PERSONAL PROPERTY: The Wife shall receive as her sole and separate property all items of personal property now in her possession and the Husband shall receive as his sole and separate property all items of personal property now in his possession.

8. DEBTS: The Wife shall pay and be solely responsible for the Ray Batts debt, Sears, J. C. Penny, joint Mastercard and Visa and each party shall pay and be solely responsible for all debts which he or she may have incurred since the separation of the parties and shall hold the other harmless thereon.

9. SAVINGS: The Wife shall receive all of the Husband's right, title and interest in and to the checking and savings accounts at Third National Bank.

10. LIFE INSURANCE: The Husband agrees to maintain in full force and effect a life insurance policy on his life with the minor child as beneficiary, said policy to be not less than the sum of $100,000.00.

11. COURT COSTS: The parties shall divide equally the court costs in connection with this proceeding.

12. SAVINGS: The Husband agrees to put the sum of $25.00 each and every week into Ford Credit Union account # 1081 4015 for the benefit of the minor child. When the minor child reaches the age of eighteen years the Husband agrees to turn over all sums, including interest, in this account to the minor child.

13. RESTRAINING ORDER: Both parties be and hereby are restrained from coming about the other party for the purpose of harming, threatening, harassing, or molesting him or her in any way or manner whatsoever.

14. MISCELLANEOUS: The parties will execute whatever documents are reasonably necessary to implement the terms of this agreement, including any transfer of title or deeds of conveyance. In the event it becomes necessary to enforce this agreement against either party, then the party successful in enforcing the terms of this agreement shall be entitled to recover their reasonable attorney's fee from the other party.

The parties hereto agree and acknowledge that this agreement is entered into by each of them with full knowledge on the part of each of them of the extent and probable value of all property and estate of the parties jointly and personally, and each of the parties hereby forever releases and surrenders all of his or her right, title, and interest, marital or otherwise, in and to all of the estate, whether real, personal, intangible or mixed, now owned or hereinafter acquired of or by the other party, except as he or she may be bound by the promises and covenants contained in this agreement. The parties further agree that this agreement, subject to court approval, shall be incorporated in and made a part of any decree of divorce which may be entered hereafter.

IN WITNESS WHEREOF, the parties hereto have set their signatures on the 3rd day of July, 1989, as to the Wife, and the 30th day of June, 1989, as to the Husband.

Vickie Ruth Beard
WIFE

William Anthony Beard
HUSBAND

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for said State and County, the within named VICKIE RUTH PERRY BEARD, who made oath that she executed the foregoing Agreement for the purposes contained therein.

WITNESS my hand and official seal this 3rd day of July, 1989.

L. P. McMurray
NOTARY PUBLIC

My commission expires: 5-20-92

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for said state and county, the within named WILLIAM ANTHONY BEARD, who made oath that he executed the foregoing Agreement for the purposes contained therein.

WITNESS my hand and official seal this 30th day of June, 1989.

Elizabeth A. Joakum
NOTARY PUBLIC

My Commission Expires May 8, 1991

My commission expires:

It is **ORDERED, ADJUDGED,** and **DECREED** that all provisions of said marital dissolution agreement are hereby approved and made the judgment of the Court.

It is further **ORDERED, ADJUDGED,** and **DECREED** that the wife shall receive all of the husband's right, title and interest in and to the real property of the parties located at 321 Cedarcliff Road, Antioch, Davidson County, Tennessee and, further, she shall assume all indebtedness owed thereon and shall hold the husband harmless. Said property is more particularly described as follows:

> Being Lot 139 on the Subdivision Plan for Phase II, Forest View Park, Section V of record in Plat Book 6250, page 458, Register's Office for Davidson County, Tennessee to which plat reference is being made for a more complete legal description.
>
> Being the same property conveyed to William A. Beard and wife, Vickie R. Beard, by deed from Fox Ridge Company, a Limited Partnership, of record in Book 6941, page 169, Register's Office for Davidson County, Tennessee.
>
> Vickie R. Beard and Vickie Ruth Perry Beard are one and the same person.

It is further **ORDERED, ADJUDGED,** and **DECREED** that the wife shall receive all of the husband's right, title, and interest in the Contract for Deed for Lot 4 of Block No. 64, Plat No. 22, of Lakewood Park in Beechgrove, Tennessee, and she shall assume all indebtedness owed thereon and shall hold the husband harmless.

It is further **ORDERED, ADJUDGED,** and **DECREED** that, unless specifically ordered by the Court, said child support mentioned herein shall not be reduced or prorated. The wife resides at 321 Cedarcliff Road, Antioch, TN 37013, and the husband resides at No. 381, 6001 Old Hickory Boulevard, Hermitage, TN 37076.

The Court costs in this cause shall be divided equally between the parties for all of which execution may issue, if necessary.

ENTER this 18th day of July, 1989.

Special JUDGE

APPROVED FOR ENTRY:

L. R. DeMARCO
Attorney for Wife
Supreme Court Reg. No. 2652
Suite 400, Washington Square
214 Second Avenue North
Nashville, TN 37201
(615) 256-6681

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to Mr. Roger T. May, Attorney at Law, 219 Second Avenue North, Nashville, TN 37201, this 18th day of July, 1989.

L. R. DeMARCO

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* 18TH *day of* JULY, *19* 89, *in Case Number* 88D-4659 *between* VICKIE RUTH PERRY BEARD *Plaintiff, and* WILLIAM ANTHONY BEARD *Defendant, as same remains of record in Book* 179C, *Page* 2159 *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* 27TH *day of* JUNE *in the year one thousand nine hundred and* NINETY *and in the* 214TH *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Pat Harper *D.C.*