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IN THE FIFTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

BOOK 8145 PAGE 650

SHIRLEY MACON RION]

VS.] NO. 91744

JIMMY DALE RION]

53-8
114 & 113

D E C R E E

This cause came on to be heard on this the 11th day of January, 1979, before the Honorable Stephen North, Judge, Division V, Circuit Court of Davidson County, Tennessee, upon the pleadings heretofore filed, and the matter having been transferred to the non-contested docket subsequent to the parties reaching a property settlement agreement. From the testimony of the plaintiff, statement of counsel, and the entire record of this cause, the Court is of the opinion that the plaintiff did successfully sustain her grounds for divorce, that is, that such irreconcilable differences now exist between the parties as to make further cohabitation between the parties not to the best interests of the parties or to society as a whole.

It is, therefore, ORDERED, ADJUDGED and DECREED that the plaintiff, Shirley Macon Rion, is awarded an absolute divorce from the defendant, Jimmy Dale Rion, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. Plaintiff is restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the property settlement heretofore entered into by the parties and presented to the Court at the hearing of this cause is ratified by the Court and the same is made a part of the final decree as follows:

39011
IDENTIFICATION
JUL 3 3 24 PM '90
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

IN THE FIFTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

SHIRLEY MACON RION,	]	
Plaintiff	]	
VS.	]	NO. 91744
JIMMY DALE RION,	]	
Defendant	]	

PROPERTY SETTLEMENT AGREEMENT

This agreement is made and entered into in Nashville, Tennessee, by and between Shirley Macon Rion, hereinafter referred to as "Wife," and Jimmy Dale Rion, hereinafter referred to as "Husband."

WITNESSETH:

That whereas, the parties are man and wife, and that three (3) children, Valerie Rion, age 21; Terri Rion, age 20, and John David Rion, age 15; have been born into this marriage, and that the wife has filed a petition for absolute divorce, and whereas, the parties are desirous of settling their property rights subject to the approval of the Court;

THEREFORE, FOR AND IN CONSIDERATION of mutual promises and agreements contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. Husband shall pay directly to Wife the sum of $150.00 per month as child support, payable at the rate of $75.00 on the 1st and 15th of each month.

2. Husband shall pay directly to Wife the sum of $200.00 per month as alimony in futuro. Said payments shall be payable at the rate of $100.00 on the 1st and 15th of each month for a total of $200.00 per month, and payments shall continue until the death of either party to this agreement, or upon the remarriage of the Wife. In addition thereto, Husband shall continue in full force and effect a life insurance policy through his employer, the DuPont Company, insuring the life of the Husband

and designating the Wife as the beneficiary under the policy to the extent of $25,000.00. Should the policy be in excess of $25,000.00, Husband shall have the option of designating additional beneficiaries of his choice for the remaining amount of the policy over $25,000.00. Said insurance policy shall be continued in full force and effect until the death of either party, or until the remarriage of the Wife.

3. The 1974 Ford automobile shall be vested solely in Wife, and any and all rights, title and interest in or to said automobile shall be divested from Husband.

4. The 1976 Fiat automobile shall be vested in Husband, and Wife shall be divested of any rights, title or interest in or to said automobile. Husband shall pay the outstanding credit obligation against said automobile.

5. Each party to this agreement shall retain the personal property in his or her possession as of May 16, 1978.

6. Each party shall be responsible for paying his or her own credit obligations, with the exception of EXXON (in the approximate amount of $100.00), and Master Charge (in the approximate amount of $400.00), which obligations in said amounts shall be paid by Husband.

7. Husband shall maintain in full force and effect medical and dental insurance for the benefit of the parties' minor child.

8. Wife hereby waives any interest in claiming the parties' minor child as a deduction for federal income tax purposes and gives permission for Husband to so claim the child.

9. The parties' house at 1400 Riverside Drive, Old Hickory, Davidson County, Tennessee, shall be vested in Wife, and any and all rights, title and interest in or to said house shall be divested from Husband. Husband agrees to continue to pay the mortgage payment in the amount of $169.00 until said mortgage is satisfied or until Wife remarries, whichever occurs first.

10. The real property located on 28th Street, Old Hickory, Davidson County, Tennessee, shall be divested

from Wife and any and all rights, title and interest in or to said real property shall be vested in Husband. Further, Wife hereby consents that said property may be released from the mortgage agreement on the parties' residence through the Old Hickory Employees Credit Union at DuPont, should said creditors see fit to do so.

11. Each party to this agreement states that he or she will execute any and all documents necessary to effectuate the transfer set forth above.

Both parties understand that this agreement is subject to the approval of the Court in the event a divorce is granted to either party. However, in the event the divorce is not granted to either party or the parties reconcile, this agreement shall be of no force and effect. If approved by the Court, the said agreement is a full, final and complete settlement of the property rights between the parties, and the same is entered into without any collusion between the parties, and solely of their own free will and accord.

DATED: 10/23/78, 1978

Shirley Macon Rion

Shirley Macon Rion, "Wife"

Catherine T. Perkins

Witness

DATED: 10/23, 1978

Jimmy Dale Rion

Jimmy Dale Rion, "Husband"

Catherine T. Perkins

Witness

It is further ORDERED, ADJUDGED and DECREED that the absolute care, custody and control of the minor children of the parties will be vested in the plaintiff, Shirley Macon Rion, with the right and privilege of the defendant, Jimmy Dale Rion, to see and visit said children at reasonable times and places. Child support payments shall be made in accordance with the terms and conditions of the property settlement agreement.

It is further ORDERED, ADJUDGED and DECREED that each party shall execute all documents, including but not limited to deeds of property to effect the transfers as outlined in the property settlement agreement.

The costs of this cause shall be taxed equally against both parties, for which execution may issue, if necessary.

Entered this 19 day of January, 1979.

JUDGE

APPROVED FOR ENTRY:

Jack Norman, Jr., Attorney for Plaintiff

I certify that I have mailed a copy of this Decree to Jude T. Lenahan, attorney for defendant, 217 2nd Avenue, North, Nashville, Tennessee 37201, this 16th day of January, 1979.

Jack Norman, Jr., Attorney

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

BOOK 8145 PAGE 655

Mail for
Jimmy Rion
511 Jones St.
O.H. 37138
~~512~~
apt. D-1

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* Fifth *Circuit Court for Davidson County, Tennessee, on the* 19th *day of* January, *19* 79, *in Case Number* 91744 *between* Shirley Macon Rion *Plaintiff, and* Jimmy Dale Rion *Defendant, as same remains of record in Book* 37B, *Page* 797 *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* 37B *day of* 797 *in the year one thousand nine hundred and* ninety *and in the* 214th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By D Lackey *D.C.*

Form #GR-117