11-27-72
780/772

BOOK 8311 PAGE 814

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

WILLIAM W. EDWARDS, Complainant,	]	
VS.	]	No. 66237
HELEN JUNE EDWARDS, Defendant.	]	

Map 50-10 Par. 7
12DZ-33330

FINAL DECREE

This cause came on to be heard before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, on this 14th day of November, 1972, upon complainant's bill for absolute divorce, personal service of process, answer filed by the defendant, order transferring the case to the uncontested docket, testimony of complainant and his corroborating witnesses in open Court, statement of counsel and the entire record; from all of which it appears that the complainant has materially sustained his grounds for divorce and that the defendant has been guilty of such cruel and inhuman treatment as renders further cohabitation between the parties improper.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the complainant be and hereby is granted an absolute divorce from the defendant and restored to all the rights of an unmarried person.

And it further appearing to the Court that the parties entered into a property settlement agreement on the 14th day of November, 1972, which is in words and figures as follows:

99907

IDENTIF. REFERENCE

MAR 17 2 25 AM '93

DAVIDSON COUNTY TN

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File Copy

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 14th day of November, 1972, by and between WILLIAM W. EDWARDS, hereinafter referred to as "Husband," and HELEN J. EDWARDS, hereinafter referred to as "Wife," both residents of Nashville, Davidson County, Tennessee;

W I T N E S S E T H:

WHEREAS, the parties hereto are man and wife, having been married on June 17, 1951, in Corinth, Mississippi; and

WHEREAS, there have been born of such marriage four children, to-wit: Sharon Elaine Edwards, age twenty years, Ralph A. Edwards, age fourteen years, Richard Wesley Edwards, age thirteen years, and Rodger Clark Edwards, age eleven years; and

WHEREAS, since May 22, 1972, the parties have been, and are now, living separate and apart, and have no expectation of resuming marital relations; and

WHEREAS, certain irreconcilable differences have arisen between the parties and Husband has filed a bill or complaint in the Fourth Circuit Court of Davidson County, Tennessee, seeking a divorce from Wife; and

WHEREAS, the parties desire to enter into an agreement with respect to their property rights and their children and for the other purposes and with the effect hereinafter stated;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreement of the parties herein contained, the parties agree and covenant as follows:

Custody of the Children. Wife is to have the care, custody and control of the minor children of the parties with

reasonable rights of visitation to the Husband.

Husband agrees to provide hospitalization insurance for each child until such child reaches the age of eighteen (18) years or becomes self-supporting, whichever event occurs first.

Husband shall pay to Wife the sum of Eighty Dollars ($80.00) per month as alimony; however, it is expressly understood by Wife that the alimony payments called for hereinabove will not be paid directly to Wife but will be used to liquidate certain personal indebtedness and obligations of Wife set forth hereinbelow. It is expressly understood and agreed that when these obligations are totally liquidated, the obligation of the Husband to pay alimony to Wife shall cease.

Real and Personal Property. All of Husband's right, title and interest in and to the real estate owned by the parties and located at 3215 Masonwood Drive, Nashville, Davidson County, Tennessee, shall be divested out of Husband and vested solely in the Wife until her death or remarriage and upon the happening of either of these events, the fee simple title to the property shall vest in the children of the parties, to-wit: Ralph A. Edwards, Richard Wesley Edwards, and Rodger Clark Edwards, share and share alike as tenants in common.

SHARON ELAINE EDWARDS DWR

Husband shall continue to pay the house note to Lomas & Nettleton Company in the amount of One Hundred Thirty-three Dollars ($133.00) per month, fifty per cent (50%) of which will be considered alimony and fifty per cent (50%) of which shall be considered child support.

Wife shall have full title to the 1967 Buick automobile.

Wife will execute any documents necessary to transfer all of her right, title and interest in a lot located in Port St. Lucie, Florida.

Husband agrees to make the three minor children beneficiaries of all his life insurance policies.

Husband shall pay directly to Wife the sum of Forty Dollars ($40.00) per week as child support until each child reaches his majority and Wife agrees that Husband will claim the children as exemptions for income tax purposes.

Husband will pay to J. W. Rutherford the sum of Three Hundred Dollars ($300.00) as his fee for services rendered to Wife within twenty (20) days following the execution of this agreement.

Wife agrees that Husband may place a second mortgage on the house and lot located at 3215 Masonwood Drive, Nashville, Davidson County, Tennessee, in an amount not to exceed Four Thousand Dollars ($4,000.00) and agrees to execute any and all documents necessary to effect such second mortgage and Husband agrees to hold Wife harmless from any and all liability accruing as a result of said mortgage.

Husband agrees to pay the indebtedness of Wife outstanding as of the date of this agreement to: Fairfax Family Company, Louisville, Kentucky; Supercard; American Finance Company; Grants; Sears; Southern Publishing Credit Union; Bank Americard, and American Oil Company.

Additional Instruments. Each of the parties shall, from time to time, at the request of the other, execute, acknowledge and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

Rights Reserved. Each party expressly reserves the right to either file or defend a divorce action against the other in a court of competent jurisdiction, and nothing contained herein shall be construed as an agreement on the part of either of the parties that the other party has grounds for divorce against him or her or that they in any way may waive any rights in any such

divorce action which may be filed, except those property rights which are settled as provided in this Agreement and such custody rights and obligations in support of the children as have been agreed upon, subject, however, to the approval of a court of competent jurisdiction.

Waiver of Rights. Other than herein provided, each of the parties waives any and all rights which he or she may have in and to the property or estate of the other.

It is agreed by and between the parties that any subsequent decree of any Court of competent jurisdiction amending any decree for divorce in respect to the alimony and child support payments set forth herein shall be deemed an amendment of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the day and date first above written.

William W. Edwards
WILLIAM W. EDWARDS

Helen J. Edwards
HELEN J. EDWARDS

Signed in presence of
J. Rutledge and her sister Hazel.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement is hereby ratified and approved by the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all of complainant's right, title and interest in and to the real estate owned by the parties and located at 3215 Masonwood Drive, Nashville, Davidson County, Tennessee, shall be divested out of complainant and vested solely in defendant until her death or remarriage and upon the happening of either of these events, the fee simple title to the property shall vest in the children of the parties, to-wit: Ralph A. Edwards, Richard Wesley Edwards, Rodger Clark Edwards and Sharon Elaine Edwards Durbin, share and share alike as tenants in common.

And it further appearing to the Court that all right, title and interest of the complainant in the household goods located at 3215 Masonwood Drive, shall be divested out of him and vested in defendant, except for certain personal items;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all right, title and interest of the complainant in the household goods located at 3215 Masonwood Drive shall be divested out of him and vested in defendant, except for certain personal items.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all of defendant's right, title and interest in a lot located in Port St. Lucie, Florida, shall be divested out of her and vested in complainant.

The costs of this cause are taxed against the complainant for which execution may issue, if necessary.

JUDGE

NOV 27 1972

APPROVED FOR ENTRY:

WILLIS, KNIGHT & BARR

By William R. Willis, Jr.
William R. Willis, Jr.
Attorney for Complainant

I CERTIFY THAT A COPY THE ABOVE PLEADING HAS BEEN FURNISHED TO COUNSEL FOR ALL INTERESTED PARTIES BY DELIVERY OR BY PLACING SAME IN THE UNITED STATES MAIL, POSTAGE PREPAID. THIS 21st DAY OF Nov., 1972.

WILLIS, KNIGHT & BARR

By WRW

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

BOOK 8311 PAGE 820

Personally appeared before me, Virginia K. S. Crownover, a Notary Public in and for said County and State, the within named WILLIAM W. EDWARDS, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand this 1st day of November, 1972.

Virginia K. S. Crownover
NOTARY PUBLIC

My Commission Expires:

11/12/75

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

* * * * *

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named HELEN J. EDWARDS, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand this _____ day of November, 1972.

_____
NOTARY PUBLIC

My Commission Expires:

_____

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* 27th *day of* November, *19* 72, *in Case Number* 66237 *between* William W. Edwards *Plaintiff, and* Helen June Edwards *Defendant, as same remains of record in Book* 78B, *Page* 772 *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* 19th *day of* March *in the year one thousand nine hundred and* ninety one *and in the* 215th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117