IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

THERESA ANN BIGGS	]	
	]	
VS.	]	NO. 84D-259
	]	
RONNIE WAYNE BIGGS, SR.	]	

BOOK 10991 PG 913

DIVORCE DECREE

This cause came on to be heard on this the 12th day of September, 1984, before the Honorable James R. Everett, Judge, upon the original Complaint for Absolute Divorce of the plaintiff, Answer and Counter-Complaint, Answer thereto, the written Property Settlement Agreement heretofore entered into by and between the parties which is sworn to, the Motion of the defendant to withdraw his Answer and Counter-Complaint, the oral testimony of the plaintiff in open court, statement of counsel, and the entire record in this cause, from all of which it appeared to the satisfaction of the Court that the Counter-Complaint should be dismissed; that the allegations in the original Complaint have been sustained by the proof; that is, that there are irreconcilable differences between the parties, and that the parties have made adequate and sufficient provision by written agreement for an equitable settlement of any and all property rights by and between the parties.

It is, therefore, ORDERED, ADJUDGED, and DECREED by the Court that the Counter-Complaint be, and is hereby dismissed. It is further ORDERED that the bonds of matrimony heretofore existing between the parties be, and are hereby forever and perpetually dissolved and the plaintiff, Theresa Ann Biggs, is hereby awarded an absolute divorce from the defendant, Ronnie Wayne Biggs, Sr., and restored to all the rights and privileges of an unmarried person.

It is further ORDERED that the Property Settlement Agreement by and between the parties be and is in all things approved as follows:

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in this Court, a Complaint for Absolute Divorce, filed by Theresa Ann Biggs, hereinafter referred to as "Wife", and against Ronnie Wayne Biggs, hereinafter referred to as "Husband", and

WHEREAS, both parties have suffered certain irreconcilable differences in their marriage, and are living separate and apart, and it further appears that there is no hope for reconciliation, and

WHEREAS, the parties desire to enter into a Property Settlement and Child Support Agreement, not out of levity or by collusion, but to settle and adjudicate all property matters of the parties, and to tender the same to the Court for approval in the event a divorce is granted in this cause, and

WHEREAS, both parties are aware of their possessions and obligations, one to the other, and

WHEREAS, both parties are aware of their legal rights insofar as any contemplated court action is concerned, and have had the opportunity of advice of counsel,

NOW, THEREFORE, for and in consideration of the premises hereinabove stated and the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the parties agree as follows:

1. Wife shall retain as her sole and separate property, free from all claims of Husband, her personal property and personal effects now in her possession, together with all household goods and furnishings now in her possession and the washer/dryer and waterbed which are still in Husband's possession.

2. Husband shall retain as his sole and separate property, free from all claims of Wife, his personal property and personal effects now in his possession, together with all remaining household goods and furnishings now in his possession, including the microwave oven. The parties agree that Husband shall have the use and possession of the washer/dryer and waterbed until such time as the Wife comes and moves same.

3. The parties own a house and lot located at 4000 Fairview Drive, Nashville, Tennessee. All right, title and interest shall be divested out of Wife and vested solely in Husband. Husband agrees to be solely responsible for the indebtedness on said property and agrees to hold the Wife harmless from any liability therefor.

4. Wife shall retain as her sole and separate property, free from all claims of Husband, the 1981 Datsun automobile and Wife shall assume sole and separate responsibility for payment of the indebtedness thereon.

5. Husband shall retain as his sole and separate property, free from

all claims of Wife, the 1974 Chevrolet truck.

6. Husband shall assume sole and separate responsibility for payment of the Sears debt and shall hold Wife harmless from any liability therefor.

7. The parties acknowledge that there are no other joint debts except as herein mentioned. Each party hereby assumes sole and separate responsibility for the payment of his or her own debts and agrees to hold the other party harmless from any liability therefor.

8. Each party agrees to pay their own attorney fees for professional services rendered in this cause.

9. Husband agrees to pay all remaining Court costs in this cause of action.

10. Custody of the parties' minor children, namely, Tasha Ann Biggs, age 7 years, and Ronnie Wayne Biggs, age 6 years, shall be vested jointly in Husband and Wife. Wife shall have physical custody of the children for three weeks and Husband shall have physical custody of the children for the following week. For the stability of the children, the parties agree that they will use the same babysitter when such services are required. The parties agree to share all major holidays, regardless of who has the physical custody of the children that week. Husband agrees to pay $50.00 per week, payable on the first day of each week, to Wife as and for child support for the parties' minor children for each week Wife has the physical custody of the minor children.

11. Wife agrees to maintain medical insurance on the parties' minor children.

12. The parties agree that they shall continue to live in Davidson County or within thirty (30) miles of Davidson County unless they obtain consent from the Court to move.

13. The parties agree that Wife shall claim one child as a deduction for income tax purposes and Husband shall claim one child as a deduction for income tax purposes.

This is a full, final and complete settlement, adjudicating all the rights of the respective parties hereto. The parties further agree to sign any and all instruments, documents, titles, covenants, or other deeds necessary to carry out the full purpose and intent of this agreement.

The parties acknowledge that they have read this instrument in its

entirety and have signed it freely and voluntarily, and without duress or coercion.

Dated: August 30, 1984

s/Theresa Ann Biggs
THERESA ANN BIGGS

Dated: September 10, 1984

s/Ronnie W. Biggs
RONNIE WAYNE BIGGS

STATE OF TENNESSEE]
]
COUNTY OF CHEATHAM]

On this 30th day of August, 1984, personally appeared before me THERESA ANN BIGGS, to me known to be the person described herein as the Wife, who made oath that she executed the foregoing Agreement and acknowledged that she executed the same as her own free act and deed.

s/Jean H. Buck
Notary Public

My Commission Expires: 7-24-88

STATE OF TENNESSEE]
]
COUNTY OF DAVIDSON]

On this 10th day of September, 1984, personally appeared before me RONNIE WAYNE BIGGS, to me known to be the person described herein as the Husband, who made oath that he executed the foregoing Agreement and acknowledged that he executed the same as his own free act and deed.

s/Karen Cain
Notary Public

My Commission Expires: 10/21/84

It is further ORDERED that according to the terms of said Property Settlement Agreement that all right, title and interest in a certain tract or parcel of land in Davidson County, Tennessee described as follows, to-wit:

> Land in Davidson County, Tennessee, being Lot Nos. 32 and 33, Block "DD" on the Plan of Fairview Subdivision, of record in Book 1130, page 54, Register's Office for said County.
>
> Being the same property conveyed to Ronnie Wayne Biggs and wife, Theresa Ann Biggs, by deed from Roger G. Hood and wife, Leslie Joyce Hood, of record in Book 5617, page 470, Register's Office for Davidson County, Tennessee.

be, and is hereby divested out of Theresa Ann Biggs and vested in Ronnie Wayne Biggs, Sr.

The defendant will pay the costs of this cause and all of the above is made the judgment of this Court for which let execution issue, if necessary.

ENTER this _____ day of September, 1984. BOOK 10991 PG 917

APPROVED FOR ENTRY:

JAMES W. STINNETT, JR.
Attorney for Plaintiff

ENTER:

JUDGE 9-14-84

CERTIFICATE

I hereby certify that I have mailed a copy of the foregoing Divorce Decree to Ms. Karen Cain, Attorney for Defendant, at her office at Third Floor, Trial Lawyer's Building, 430 Third Avenue, North, Nashville, TN 37201, this 13th day of September, 1984.

JAMES W. STINNETT, JR.

STATE OF TENNESSEE BOOK 10991 PG 918

I, RICHARD R. 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 PROBATE Circuit Court for Davidson County, Tennessee, on the 17 day of SEPTEMBER , 19 84 , in the Case Number 84D259 between BIGGS, THERESA ANN Plaintiff, and BIGGS, RONNIE WAYNE Defendant, as same remains of record in Book 29A , Page 479 of the Minutes of said Court.

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IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 25 day of JUNE in the year one thousand nine hundred and ninety-eight and in the 222nd year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By B. Rawls
Deputy Clerk

98 JUN 25 AM 11:43
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

IDENTIF. & REFERENCE
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