IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JOYCE ANN BAILEY HENRY, BOOK 4789 PAGE 510)
Plaintiff)
)
VS.) NO 69517
)
KENNETH LLOYD HENRY,)
DEFENDANT)

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8pw

DIVORCE DECREE

This cause came on to be heard on the 4th day of December, 1973, before the Hon. Benson Trimble, Judge, upon the regular call of the divorce docket and upon the testimony of the plaintiff, testimony of witnesses in open Court and upon the entire record. The said cause was taken under advisement by the Court, pending the incoming of further proof and same having been presented to the Court, thereafter and considered by the Court. The Court is of the opinion that the complainant's charges and allegations of cruel and inhuman treatment against the defendant have been fully sustained by the proof and that the said plaintiff is entitled to an absolute divorce.

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It is further considered by the Court that the property settlement agreement entered into between the parties is proper and same is approved and ratified by the Court.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT that the bonds of matrimony heretofore existing between the plaintiff, JOYCE ANN BAILEY HENRY, and the defendant, KENNETH LLOYD HENRY, be and the same are hereby forever and perpetually dissolved and the plaintiff is awarded an absolute divorce. Further, the property settlement agreement between the parties is approved and ratified and same is as follows:

"

PROPERTY SETTLEMENT AGREEMENT

This agreement entered into on this the 31st day of October, 1973, by and between Joyce Ann Bailey Henry, hereinafter referred to as the wife, and Kenneth Lloyd Henry, hereinafter referred to as the husband, said agreement as follows:

WITNESSETH:

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

That whereas, unpleasant and apparently irreconcilable difference have arisen between the parties hereto so that each feel that it is impractical for them to live together as husband and wife; and whereas the parties are not now cohabiting as husband and wife; and the wife has filed a bill for absolute divorce in the Fourth Circuit Court for Davidson County, Tennessee at Nashville, seeking an absolute divorce.

Whereas, the parties are desirous of settling their obligations and their respective property rights.

Now, therefore, for the proper considerations, and in consideration of the mutual premises, covenants and agreements each with the other, made, it is mutually understood and agreed by and between the husband and wife, as follows:

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

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The husband shall pay to the wife or for and in her behalf, all of October and November, 1973 family expenses including the car insurance. Beginning with December of 1973, the husband is to pay to the wife, the sum of $50.00 per week for the two minor children of these parties.

The wife is to receive all right, title and interest in and to the real estate situated at 4018 Brick Church Pike, Nashville, Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lot no. 2 on the Plan of Skyline Subdivision, Section I, as of record in Book 2854, page 117, Register's Office for said County, and described as follows:
Beginning at a point in the west margin of Brick Church Pike; at the corner of Lots nos. 1 and 2; thence with the line between said lots, west 436 feet to a point; thence north 120 feet to a point in the south margin of a 50 foot unnamed street; thence along the south margin of said unnamed street; east 411 feet to a monument at the beginning of a curve; thence around said curve, in a southeasterly direction 39.3 feet to a monument in the west margin of Brick Church Pike; thence with the margin of said Pike; south 95 feet to the point of beginning.
Being the same property as conveyed from Samuel O. Wehby and wife, Donna D. Wehby, by deed to Kenneth Lloyd Henry and wife, Joyce Ann Bailey as of record in Book 4050, page 227, R.O.D.C., Tennessee.

Together, with all of the household goods and furniture therein as her alimony insolido. The wife is to also receive the possession of and title thereto to a 1973 Maverick automobile which she presently has in her possession. The custody and control of the two minor children, Kenneth Rene Henry, and Robin Duane Henry, shall be awarded to the wife with the husband having rights of reasonable visitation with the said children.

This agreement is entered as a full and complete settlement of any and all property rights of these parties.

It is further agreed that a copy of this agreement shall be submitted to the Court in connection with any proceeding of divorce filed by either of said parties against the other and with the consent and approval of the Court, a copy hereof shall be attached to and made a part of any divorce decree which may be rendered by the Court in such cause and enforceable by the Court upon both parties.

WITNESSES:

/s/ Mrs. Marie A. Alford
Witness to the signature of
Joyce Ann Bailey Henry

/s/ Joyce Ann Bailey Henry
Joyce Ann Bailey Henry

/s/-Kenneth Lloyd Henry
Kenneth Lloyd Henry

/s/Mrs. Melbin L. Henry
Witness to the signature of
Kenneth Lloyd Henry

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The costs are taxed against the defendant and for all of the foregoing execution may issue if necessary.

BENSON TRIMBLE, JUDGE

1-11-74

Approved for Entry:

James H. Hill, Sol. for Plaintiff

69517 January 11, 1974 M. B. 85B Page 733

STATE OF TENNESSEE

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a correct transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Joyce Ann Bailey Henry *Plaintiff, and* Kenneth Floyd Henry *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 20 *day of* February *in the year one thousand nine hundred and* seventy-four *and in the* 198th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Hettie Gregory, *D. C.*

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

M I N U T E S, SEPTEMBER TERM, ON THE ELEVENTH DAY OF JANUARY, 1974.

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