2-5-74
258/549

BOOK 4884 PAGE 900

JOE THOMAS PUGH	]	IN THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE
VS.	]	
DOROTHY JEAN MANNERS PUGH	]	NO. 62596

83-15
Par. 70

D E C R E E

This cause came on to be heard before the Honorable Shelton Luton, Judge of the Probate Court of Davidson County, Tennessee, on this 31st day of January, 1974, upon the original bill filed by Joe Thomas Pugh, the answer of Dorothy Jean Manners Pugh, the supplemental answer and cross-bill filed by Dorothy Jean Manners Pugh, and the judgment pro confesso taken on said cross-bill, upon the failure of the original plaintiff and cross-defendant to answer, plead or demur within the time required by law. From the pleadings in the cause, the statement of counsel, the testimony of the cross-plaintiff, Dorothy Jean Manners Pugh, and her supporting witnesses, from the written agreement submitted to the Court over the signature of the said Joe Thomas Pugh, and the entire record in this cause, the Court was of the opinion that the allegations of the original bill filed by Joe Thomas Pugh were not sustained by the evidence, and the original bill is accordingly dismissed. The Court was of the opinion that the allegations of the cross-bill filed by Dorothy Jean Manners Pugh were fully sustained by the evidence, that is, that the cross-defendant, Joe Thomas Pugh, has been guilty of such cruel and inhuman treatment and conduct towards the cross-plaintiff as renders further cohabitation with him unsafe and improper.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore existing between the cross-plaintiff, Dorothy Jean Manners Pugh, and the cross-defendant, Joe Thomas Pugh, be and the same are hereby forever

and perpetually dissolved, and the cross-plaintiff, Dorothy Jean Manners Pugh, is hereby decreed an absolute divorce from the cross-defendant, Joe Thomas Pugh, and she is further restored to all the rights and privileges of an unmarried person.

The custody and control of the remaining minor child, June Pugh, is decreed to the mother and cross-plaintiff, Dorothy Jean Manners Pugh, with the right and privilege to the cross-defendant father to see and visit said minor child at reasonable times and places.

It is further ORDERED, ADJUDGED and DECREED by the Court that the cross-defendant, Joe Thomas Pugh, pay to the cross-plaintiff, Dorothy Jean Manners Pugh, the sum of $300.00 per month, said monthly payments to cease upon the remarriage of the said Dorothy Jean Manners Pugh, or in the event of her death.

As agreed between the parties over the signature of the said Joe Thomas Pugh, which has been presented to the Court and approved by the Court, and in consideration of a further settlement of their marital estate, the cross-defendant, Joe Thomas Pugh, will pay to the said Dorothy Jean Manners Pugh the sum of $1,200.00 upon the entry of this decree, and a like amount of $1,200.00 on January 31st of each year hereafter, said payments to be terminated upon the remarriage or death of the said Dorothy Jean Manners Pugh.

The Court further ratifies the further part of the agreement of the parties, and it is, therefore, ORDERED, ADJUDGED and DECREED that the said Joe Thomas Pugh keep in full force and effect a certain insurance policy with the National Life Insurance Company of Vermont, Policy No. 1257109, on the life of the said Joe Thomas Pugh, and he will pay all premiums as they become due on said policy, in order to keep the same in full force and effect,

and he is further ORDERED, ADJUDGED and DECREED and directed to sign all papers and do all things necessary to constitute the said Dorothy Jean Manners Pugh the irrevocable beneficiary of said insurance policy.

It is further ORDERED, ADJUDGED and DECREED by the Court that all of the right, title and interest in and to a certain piece of real estate in Davidson County, located at 2802 Huntleigh Drive, known as the home of the parties, and now occupied by the said Dorothy Jean Manners Pugh and her minor daughter, which property has been heretofore owned by the said Joe Thomas Pugh, and more particularly described as follows:

> Being land in the 15th Civil District of Davidson County, Tennessee, being Lot No. 95 on the Plan of Fortland Park, Section I, Addition I, of record in Book 2854, page 68, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 95 fronts 80 feet on the northerly side of Huntleigh Drive, and runs back between lines 139.7 feet on the westerly side, and 156.55 feet on the easterly side, to a broken line in the rear, on which it measures 106.24 feet.
>
> Being the same property conveyed to Joe Thomas Pugh by deed from S. D. Harrison Company, Inc., a Tennessee corporation, by deed recorded in Book 3026, page 271, Register's Office for Davidson County, Tennessee.

now vested in the said Joe Thomas Pugh be and the same is divested out of the said Joe Thomas Pugh, and all the right, title and interest in and to said real estate is hereby decreed to and vested in Dorothy Jean Manners Pugh in fee simple as her sole and separate property.

The Court further approves the agreement of the parties signed by the cross-defendant, and it is, therefore, ORDERED, ADJUDGED and DECREED by the Court that all of the right, title and interest in and to the household furniture and personal

effects now located in said home be and the same are hereby decreed to, and the title to the same vested in the said Dorothy Jean Manners Pugh.

It is further ORDERED, ADJUDGED and DECREED by the Court that the said Joe Thomas Pugh pay any and all hospital and doctor bills while in the hospital, which may be incurred by his daughter, June Pugh, until she reaches the age of eighteen years.

It is further ORDERED, ADJUDGED and DECREED by the Court that the cross-defendant, Joe Thomas Pugh, pay to Jack Norman, attorney of record for Dorothy Jean Manners Pugh, the sum of $750.00 as a reasonable attorney fee for services rendered the cross-plaintiff in this cause, for which execution may issue, if necessary. To guarantee the payment of said attorney fee, a lien is hereby impressed on any and all real estate which the said Joe Thomas Pugh may own in Davidson County, Tennessee, on the date of this decree.

The cross-defendant will pay the costs of this cause, for which execution may issue, if necessary.

Entered this 5th day of February, 1974.

Stella Luton
JUDGE

APPROVED FOR ENTRY:

Jack Norman
Jack Norman, Attorney for Cross-Plaintiff

I certify that I have mailed a copy of this Decree to Mr. Joe Thomas Pugh, Pyle Lane, Hopkinsville, Kentucky, this 31st day of January, 1974.

Jack Norman
Attorney

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IDENTIF. REFERENCE

BOOK 4884 PAGE 904

JAN 30 9 15 AM '75

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

JAN30[illegible] MISC A* 10.00 * 10.00

STATE OF TENNESSEE

Minute Book 25B
page 549

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* Joe Thomas Pugh *Plaintiff, and* Dorothy Jean Manners Pugh *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* 1st *day of* March *in the year one thousand nine hundred and* Seventy-four *and in the* 198th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Rooker, *D. C.*