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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

Map 156 09D
Par. 71
2169900

EDNA GAYLE HENLEY HUDGINS	§	
	§	
PLAINTIFF	§	
	§	72169
VS.	§	NO. [redacted]
	§	
HOWARD EARL HUDGINS	§	
	§	
DEFENDANT	§	

FEB 19 MISC FINAL DECREE OF DIVORCE A* 10.00 * 10.00

This cause came on to be heard on this the 8th day of October, 1974 before the Honorable Robert L. Jackson, Special Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original petition of the plaintiff, Edna Gayle Henley Hudgins, the answer and cross petition filed by the defendant, Howard Earl Hudgins, and the answer thereto filed by the cross defendant, Edna Gayle Henley Hudgins, and the announcement in open Court that the defendant, Howard Earl Hudgins, did not desire to pursue his cross petition and that it should be withdrawn and that the matter was to be conaidered by the Court on an uncontested basis as to the divorce and contested only as to the property of the parties. From the testimony of the principals in open Court, argument of their counsel, and from a review of the entire record in this cause, the Court is of the opinion that the plaintiff did satisfactory sustain her grounds for divorce as alleged in the original petition, that is, that the defendant, Howard Earl Hudgins, has been guilty of such cruel and inhuman treatment or conduct as renders further cohabitation unsafe and improper for her to remain under his dominion and control.

It is therefore, ORDERED, ADJUDGED and DECREED by the Court that the plaintiff, Edna Gayle Henley Hudgins, is awarded an absolute divorce from the defendant, Howard Earl Hudgins, and is restored to all the rights and privileges of an unmarried person, and the bonds of matrimony heretofore subsisting between the parties are forever and perpetually dissolved.

It is further ORDERED, ADJUDGED and DECREED by the Court that the motion of the defendant, Howard Earl Hudgins, to withdraw his cross petition is allowed.

It is further ORDERED, ADJUDGED and DECREED by the Court that the principle care and custody of John Scott Hudgins, Howard Vance Hudgins, and Jennifer Rena Hudgins, the minor children of the parties should be awarded to the plaintiff herein, Edna Gayle Henley Hudgins, and the defendant should pay to the plaintiff the sum of Two Hundred and no/100 ($200.00) Dollars per month, and that this sum should be paid in four equal weekly payments of Fifty and no/100 ($50.00) Dollars each per week being due on the 1st, 8th, 15th and 22nd day of each month commencing October 15, 1974 for the continuing support and the maintenance of said minor children pending any further orders that may come about in this cause

It is further ORDERED, ADJUDGED and DECREED by the Court that the defendant, Howard Earl Hudgins, will pay directly to plaintiff an amount equal to one-half of any bills incurred for the tutoring or special education of the minor child of the parties, Howard Vance Hudgins, immediately upon presentation of said bill.

It is further ORDERED, ADJUDGED and DECREED by the Court that the defendant herein should be granted rights of visitation with the minor children of the parties on every Sunday on an alternate basis beginning with the defendant picking the children up from the front of the home of the plaintiff on Sunday morning, October 13, 1974, at nine o'clock a.m. and returning the children to the home that evening by eight o'clock p.m. On alternate Sundays commencing October 20, 1974, the defendant will pick up the children from the plaintiff after church services and return the children to their home at eight o'clock p.m. that day. The defendant is granted the additional rights of visitation with the minor children of the parties each Tuesday night commencing Tuesday, October 15, 1974, by picking up the children at the residence of the plaintiff at six o'clock p.m. and returning the children to the home at eight-thirty o'clock p.m. The plaintiff is to have the children ready to go at these times and the defendant is to remain in his automobile in the driveway of the house.

It is further ORDERED, ADJUDGED, and DECREED by the Court that all household goods and effects of every kind or character, except one Zenith portable t.v. set and European chest and items of personal wearing apparel of the defendant, are awarded to the plaintiff, Edna Gayle Henley Hudgins, as alimony in solido, and

that any right, title or interest that the defendant might have in said property should be divested from him and vested in the plaintiff.

It is further ORDERED, ADJUDGED and DECREED by the Court that all automobile and motorcycle parts and tools relating thereto presently in storage at the residence of the parties are awarded to the defendant, Howard Earl Hudgins, and he is directed to remove these items by five o'clock p.m., Saturday, October 12, 1974.

It is further ORDERED, ADJUDGED and DECREED by the Court that the plaintiff, Edna Gayle Henley Hudgins, shall be responsible for having a current photograph of each child made comparable to the three pictures presently on the wall in the living room of the residence of the parties and cause these to be delivered to the defendant.

It is further ORDERED, ADJUDGED and DECREED by the Court that the title to the property now owned by the parties and known as Route 5, Highway 100, Nashville, Davidson County, Tennessee, and being more fully described as follows:

> Land in the 4th Civil District of Davidson County, Tennessee, being Lot No. 14 on the Plan of Harpeth Heights, Second Revision, Third Addition, not of record and described according to a copy of a survey made by Hal R. Swann, Jr., Surveyor, dated July 2, 1964, as follows:
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> Beginning at a point in the northwesterly margin of Highway No. 100 at the southwest corner of Tract No. 3 conveyed to Alvin W. Terrell and Son, Inc., by deed from E. U. Buchl and wife, of record in Book 3762, page 123, Register's Office for Davidson County, Tennessee; thence with the southwest line of said tract northwestwardly 690.4 feet to the northwest corner of said tract in the Big Harpeth River; thence southwestwardly 150 feet to a point; thence southeastwardly 690.2 feet to a point in the northwest margin of Highway 100; thence with the margin of same northeastward 160.0 feet to the point of beginning.
>
> Being the same property conveyed to Howard E. Hudgins and wife, Gayle H. Hudgins, by deed from Alvin W. Terrell and Son, Inc. of record in Book 4127, page 430, R.O.D.C., Tennessee.

shall become the sole property of the plaintiff, Edna Gayle Henley Hudgins, and the defendant will deed his interest in this property to Edna Gayle Henley Hudgins.

It is further ORDERED, ADJUDGED and DECREED by the Court that the defendant is ordered to pay any and all mortgage indebtedness due and owing on

this property together with insurance and taxes for so long as plaintiff, Edna Gayle Henley Hudgins, resides in the property and until the youngest child attains the age of eighteen years.

It is further ORDERED, ADJUDGED and DECREED by the Court that the plaintiff, Edna Gayle Henley Hudgins, has the right to reside in this property so long as she chooses but that in the event she chooses to sell the property within the next twenty-four months, the net equity in the property shall be divided between the parties with sixty (60%) percent being the sole property of Edna Gayle Henley Hudgins, and forty (40%) percent being the sole property of Howard Earl Hudgins. If Edna Gayle Henley Hudgins chooses to sell the property at any time after the above specified period, then the net equity will be divided by and between the parties on an equal basis.

It is further ORDERED, ADJUDGED and DECREED by the Court that the defendant shall be solely responsible for all medical, dental and drug bills or expenses together with the Commerce Union Bank Mastercharge bill incurred for the use and benefit of the plaintiff, Edna Gayle Henley Hudgins, or the minor children of the parties prior to the date of the final hearing in this matter or October 8, 1974.

It is further ORDERED, ADJUDGED and DECREED by the Court that all right, title and interest the defendant has in the 1974 Chevrolet, Monte Carlo automobile be divested out of the defendant and awarded to the plaintiff with the defendant being solely responsible for any indebtedness on said automobile and the defendant will be responsible to plaintiff for any indebtedness she has to pay on said automobile.

It is further ORDERED, ADJUDGED and DECREED by the Court that the defendant, Howard Earl Hudgins, shall be responsible for any and all medical, dental and hospitalization bills for the use and benefit of the minor children of the parties with the exception of normal physical checkups, examinations and inoculations.

It is further ORDERED, ADJUDGED and DECREED by the Court that the defendant, Howard Earl Hudgins, is permanently enjoined from coming about the residence of the plaintiff and that he further be enjoined from molesting, harming, intimidating, cursing, abusing or otherwise interfering with the plaintiff's peace and

quiet at any place and from coming about the minor children of the parties other than during visitation periods as set out herein.

It is further ORDERED, ADJUDGED and DECREED by the Court that a fee in the amount of Five Hundred and no/100 ($500.00) Dollars should be awarded to Robert P. Ziegler, Solicitor of record for the plaintiff, to be assessed against the defendant, together with all the costs of this cause, for which execution may issue if necessary.

Robert L. Jackson
JUDGE
11-8-74

ATTORNEY FOR PLAINTIFF

George H. Cate Jr.
ATTORNEY FOR DEFENDANT

IDENTIF. REFERENCE

FEB 19 12 29 PM '75
FELIX E. WILSON III REGISTER
DAVIDSON COUNTY, TENN.

C880049

Minute Book 92-B, Page No. 542 Entered: 11-8-74

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* EDNA GAYLE HENLEY HUDGINS *Plaintiff, and* HOWARD EARL HUDGINS *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* 19th *day of* February *in the year one thousand nine hundred and* seventy-five *and in the* 199th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Janet Jones, *D. C.*