3-30-72
740/1315

BOOK 4900 PAGE 712

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

59-10
87 pw

JAYNE (CHILDRESS) PETWAY]
]
VS] NO. 61419
]
EDWARD MELVIN PETWAY, JR.]

FINAL DECREE

This cause came on to be heard this 28th day of March, 1972, before the Honorable Benson Trimble, Judge, on the original bill and amended and supplemental bills filed by the Complainant, pro confesso entered against the Defendant, testimony of the Complainant and witnesses examined in open Court, statement of Counsel for the Complainant, and the entire record in this cause. From all of this the Court is of the opinion that it has jurisdiction of the subject matter and of the parties and further finds that the allegations contained in the original and amended and supplemental bills are fully sustained, that is, that the Defendant has been guilty of such cruel and inhuman treatment and conduct towards the Complainant as renders cohabitation unsafe and improper.

APR-2 MISC A* 10.00 * 10.00

It is, therefore, ORDERED, ADJUDGED AND DECREED that the Complainant Jayne (Childress) Petway, be, and she is hereby granted an absolute divorce from the Defendant, Edward Melvin Petway, Jr.; that the bonds of matrimony heretofore subsisting between the parties be, and the same are hereby, absolutely and forever dissolved; and that the Complainant be, and she is hereby, restored to all the rights and privileges of an unmarried person.

The Court is of the opinion and further finds that the parties, through their respective attorneys, have entered into a Property Settlement and Custody Agreement which the Court deems to be fair and reasonable; that said Property Settlement and Custody Agreement is therefore approved by the

Court and that same is attached hereto, made a part hereof and incorporated within this Final Decree.

It is further ORDERED, ADJUDGED AND DECREED that the Defendant shall pay all of the costs of this cause, for which let execution issue if necessary.

JUDGE

APPROVED FOR ENTRY:

M. NORRIS JENKINS

Attorney for Complainant

CC: Cecil Branstetter
Attorney at Law
216 3rd Avenue North
Nashville, Tennessee 37201

C927793

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IDENTIFICATION REFERENCE

APR 2 10 45 AM '75

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

PROPERTY SETTLEMENT AND CHILD SUPPORT AGREEMENT

This agreement made and entered into by and between EDWARD MELVIN PETWAY, JR. (hereinafter referred to as the "HUSBAND") and JAYNE (CHILDRESS) PETWAY (hereinafter referred to as the "WIFE") this 22 day of April, 1971.

W I T N E S S E T H:

WHEREAS, the Wife has a bill for absolute divorce pending in the Fourth Circuit Court of Davidson County, Tennessee; and,

WHEREAS, the Wife and the Husband have both been represented by counsel and now each desires to enter into this Property Settlement and Child Support Agreement; and,

NOW THEREFORE, the parties hereto, as evidenced by their signatures hereto, agree as follows:

1. The Wife will have absolute custody of the parties' minor child, Marcus Lynn Petway and the Husband shall have reasonable visitation rights.

2. The Husband will pay to the Wife the sum of Twenty-Five ($25.00) Dollars per week as support and maintenance for the parties' minor child until such time as a Court of competent jurisdiction shall direct a change.

3. The Husband's right, title and interest in and to a certain house and lot shall vest in the Wife and the Husband shall be divested of any interest therein, said property being more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No.22 on the Plan of Haynes Estates, Section I, as of record in Book 3700, page 127, Register's Office for said County.
>
> Said Lot No. 22 fronts 77.0 feet on the westerly side of Buena Vista Pike and runs back between lines, 142.71 feet on the northerly line and 147.19 feet on the southerly line to a line in the rear on which it measures 73.23 feet thereon.

4. The Wife shall be awarded all of the household goods and furniture now located within the above described house and lot as the Husband has already removed such items of personalty as he desires to be his property.

5. The parties owe a large number of bills that are being met on a monthly basis. These obligations insofar as they are material to this Property Settlement are as follows:

1.	Redisco	$23.00
2.	Mutual Loan	$151.00
3.	K-Mart	20.00
4.	Woolco	20.00
5.	United Creditors (Supercard)	20.00
6.	Western Auto	25.00
7.	Aldens	10.00
8.	Home Credit	30.00
9.	Associates Capital	115.00
10.	Dr. Stoney	30.00
11.	Hubbard Hospital	25.00
12.	House Note	111.08

The Husband will pay out of the foregoing the following directly to the party owed:

1. Redisco
2. $100.00 per month on the Mutual Loan bill until it is paid in full, and the Wife will pay $51.00 of the monthly payment to Mutual Loan, the total being $151.00 per month.
3. K-Mart
4. Woolco
5. United Creditors
6. Aldens
7. Associates Capital
8. Dr. Stoney
9. Hubbard Hospital

The Wife will pay:

1. As stated above, the $51.00 per month to Mutual Loan.
2. Western Auto, which is for air conditioner for the home.
3. Home Credit, which is for the carpet.
4. The House Note.

6. The Husband will pay the fee to his Attorney, and the Wife will pay the fee to her Attorney.

7. It is agreed that this Property Settlement and Child Support Agreement will, with the approval of the Court, be made a part of any divorce decree which may be entered in the cause now pending in the Fourth Circuit Court of Davidson County, Tennessee, and shall be binding on the parties hereto from this day forth.

IN WITNESS WHEREOF, we have set our hands on this 22nd. day of Nov, 1971.

M. NORRIS JENKINS

Attorney for the Wife

"WIFE"

JAYNE (CHILDRESS) PETWAY

CECIL D. BRANSTETTER

Attorney for Husband

"HUSBAND"

EDWARD MELVIN PETWAY, JR.

3-30-72

74C/1397

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 Jayne (Childress) Petway Plaintiff, and Edward Melvin Petway 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 28th day of March in the year one thousand nine hundred and Seventy Five and in the 199th year of American Independence.

GEORGE L. ROOKER, Clerk.

By L. Bates, D. C.