MAP 132-1
PAR 135

JOYCE BAUMAN HOBBS) IN THE FOURTH CIRCUIT COURT OF

VS.) DAVIDSON COUNTY, TENNESSEE

DAVID THOMPSON HOBBS) NO. 62601

BOOK 4906 PAGE 585

APR 23 MISC A* 8.00 * 8.00

FINAL DECREE

This cause came on for hearing October 5, 1972, before Honorable Franklin D. Brabson, Special Judge, Fourth Circuit Court, Davidson County, Tennessee, upon the original bill, two supplemental bills, answer and cross-bill filed by the defendant and cross-complainant, answer thereto, decree transferring this cause to the uncontested docket and proceeding to trial as an uncontested matter, witnesses heard in open Court, statement of counsel and upon the entire record, including a property settlement agreement. From all of which the Court finds that the allegations in the original bill and two supplemental bills are fully sustained, that is, that the defendant, David Thompson Hobbs, is guilty of such cruel and inhuman treatment towards the complainant as renders further cohabitation unsafe and improper for her to remain under his dominion and control;

It is therefore ORDERED and DECREED that the cross-bill be and the same is hereby dismissed, and that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby dissolved, and the complainant, Joyce Bauman Hobbs, is awarded an absolute divorce from the defendant, David Thompson Hobbs, and she is restored to all the rights and privileges of an unmarried person.

It is further ORDERED and DECREED that the custody of the minor child of the parties, David Thompson Hobbs, Jr., age 2, be and is hereby committed to complainant with reasonable rights of visitation awarded to the defendant.

It further appears to the Court that the parties have entered into a property settlement agreement, which, to the Court, seems just, fair and equitable, and the same being in words and figures as follows:

"AGREEMENT

This agreement made and entered into at Nashville, Tennessee on this the 25th day of August, 1972, by and between Joyce Bauman Hobbs, hereinafter called the wife, and David Thompson Hobbs, hereinafter called the husband;

WITNESSETH:

The parties are husband and wife and an action for divorce has been filed by the wife and by the husband in the Fourth Circuit Court, Davidson County, Tennessee, Rule # 62601, and both desiring to settle their property rights and of their own free will and accord enter into the following agreement:

1. The wife is to receive the house and furniture therein, which the parties own as tenants by the entirety; the automobile which the wife has been driving, and if necessary the husband will execute all necessary documents to transfer the house, furniture and automobile into the name of the wife to be hers absolute and free from any claims by the husband.

2. The wife is to receive custody of the minor child of the parties and the husband is to pay to the wife the sum of $200.00 per month as child support, and in addition thereto, he will pay the doctor, dental and medical care for the child, and the husband will have reasonable visitation rights with the child.

3. The husband agrees that he will provide for the college education of the minor child of the parties, and pay for the same.

4. The husband agrees to make the son of the parties irrevocable beneficiary of his life insurance, except for the sum of $10,000.00, and the son is to remain irrevocable beneficiary on the policies with the husband paying the premiums therefor until the death of the son of the parties or until the son finishes his college education, and at that time, whichever event occurs first, this provision of this property settlement agreement shall terminate.

5. The husband agrees that he will, by Will, provide that the son of the parties will be at any and all times an equal beneficiary to any other child which the husband might ever have born to him in the event that he does remarry.

6. The husband agrees to pay to the wife the sum of $30,000.00 cash as alimony in solido, with the sum of $15,000.00 to be paid upon the approval of this agreement by any Court of competent jurisdiction, and entered as part of any final decree of divorce, and the remaining $15,000.00 is to be paid by the husband to the wife at the rate of $500.00 per month, commencing 30 days from and after the entry of any final decree of divorce granted to either party, and the said $15,000.00 is to bear interest at the rate of 6%; provided further that from the first $15,000.00 to be paid upon the entry of any final decree of divorce that it is the intentions of the parties that the mortgage on the homeplace will be paid in full and that the husband, if he elects so to do, may pay the mortgage, get a receipt therefor, and any remaining balance to be paid to the wife and this balance, together with the receipt, will serve as payment of the first $15,000.00 under this provision. However, if the $15,000.00 be paid to the wife, she will promptly pay the mortgage on the homeplace.

7. The husband agrees to pay to Earl A. McNabb, solicitor for the wife, a fee in the amount of $2000.00.

8. The husband agrees to pay the Court costs of this cause.

It is understood and agreed that this is a full, final and complete settlement of the property rights as between the parties, and from and after the execution hereof, the wife shall have no other or further claims against the husband, except that he comply with the pendente lite order heretofore entered by the Fourth Circuit Court, Davidson County, Tennessee, and the husband shall have no other or further claims against the wife. Both parties understand that this agreement is subject to the approval of the Court, and if approved, the same may be entered as part of any final decree of divorce

granted to either party in this cause.

Executed by us the day and date first above written.

S/Mrs. Joyce Pauman Hobbs
Wife

S/Earl A. McNabb
Witness

S/David T. Hobbs
Husband

S/Hugh P. Hobbs, Jr.
Witness"

It is therefore ORDERED and DECREED that the property settlement agreement by and between the parties be and the same is hereby approved and made the judgment of this Court, and in accordance therewith, the defendant will pay to the complainant the sum of $200.00 per month as child support, beginning October 15, 1972 and on the same date each month thereafter, and in addition thereto he will pay the doctor, dental and medical care for the child, and the defendant will provide for the college education of the minor child of the parties and pay for the same. The husband will make the son of the parties irrevocable beneficiary of his life insurance, except for the sum of $10,000.00, and the son is to remain irrevocable beneficiary on the policies with the husband paying the premiums therefor until the death of the son of the parties or until the son finishes his college education, and at that time, whichever event occurs first, this provision shall terminate. The said David Thompson Hobbs will pay to Joyce Bauman Hobbs the sum of $30,000.00 cash as alimony in solido, with the sum of $15,000.00 to be paid upon the approval of this agreement, and the remaining $15,000.00 is to be paid by the husband to the wife at the rate of $500.00 per month, commencing 30 days from and after the entry of this decree, and the said $15,000.00 is to bear interest at the rate of 6%, and providing further that from the first $15,000.00 to be paid upon the entry of this decree, that the mortgage on the homeplace will be paid in full and that the defendant may, if he elects to so do, pay the mortgage, get a receipt therefor, and any remaining balance to be paid to Joyce Bauman Hobbs, together with the receipt, will serve as payment of the first $15,000.00 under this provision. The defendant will pay to Earl A. McNabb, solicitor for the complainant, a fee in the amount of $2,000.00.

It is further ORDERED and DECREED that all the right, title and interest that the defendant, David Thompson Hobbs, has in and to the real estate hereinafter described, together with the furniture, fixtures and contents therein, be divested from the said defendant and reinvested in Joyce Bauman Hobbs:

> Land in Davidson County, Tennessee, being Lot No. 32 on the Map of Rolling Meadows, as of record in Book 1424, pages 98 and 99, Register's Office for said County, and described as follows:
>
> Beginning at a point in the southerly margin of Evans Road at the corner of Lots 32 and 33; thence with the line between said Lots, southerly 166.5 feet to a point in the northerly line of Lot No. 31; thence with the line between Lots 31 and 32, westerly 157.9 feet to a point in the easterly margin of Outer Drive; thence with the margin of the same, northerly around a slight curve, 128.7 feet to a concrete monument at the beginning of a curve; thence around said curve in a northeasterly direction, 39.3 feet to another concrete monument in the southerly margin of Evans Road; thence with the margin of the same easterly 125 feet to the beginning.

The defendant will pay the costs of this cause for all of which let execution issue if necessary.

Enter October 11, 1972.

Franklin D. Robison
SPECIAL JUDGE

APPROVED FOR ENTRY:

Attorney for Complainant

Charles H Warfield
Attorney for Defendant

FILED IN REGISTER'S OFFICE DAVIDSON COUNTY, TENN. APR 2 2 59 PM '75

IDENT. REFERENCE

C 9 5 3 9 2

Minute Book 77-B, Page No 899 Entered: 10-11-72

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 BAUMAN HOBBS *Plaintiff, and* DAVID THOMPSON HOBBS *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* 23rd *day of* April *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.*