12-10-73
85A/192

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BEVERLY ANN HOGUE

VS. NO. 70369

JOHN LESLIE HOGUE, JR.

Map 74-12
Par 35
48

FINAL DECREE OF DIVORCE

This cause came on to be heard on this, the 16Th day of November, 1973, before the Honorable Mac Robinson, Special Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original petition of the Complainant, upon the testi-

APR 25 MISC A* 6.00 * 6.00

mony of the principal and corroborative witnesses in open Court and upon the entire record herein; from all of which the Court finds that the Allegation of the Complainant's bill has been fully sustained by the proof; that is that the Defendant has been guilty of such cruel and inhuman treatment towards her as renders cohabitation between the parties unsafe and improper; and that, therefore, she should be granted an absolute divorce from the Defendant.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of Matrimony heretofore subsisting between the parties be, and the same are, forever and perpetually dissolved, and the Complainant is granted an absolute divorce from the Defendant and restored to all the rights and privileges of an unmarried person.

It further appearing to the Court that the Parties have entered into a property settlement agreement as follows:

"The parties are Husband and Wife, and marital difficulties exist so as to make a reconciliation impossible, and desiring to settle their property rights, have agreed as follows:

Thus, for and in consideration of the mutual covenants herein contained, the parties agree as follows:

1. The wife will receive custody of the minor children of the parties; however, the husband will have unlimited visitation rights with the children.

2. For the support and maintenance of the minor children, the husband will pay direct to the wife the sum of $320.00, per month, on the 15th of each month. The husband to claim the children as exemptions for income tax purposes.

3. The wife will receive the homeplace, together with the furniture and appliances as owned by the parties, located at 6034 Bonnaview Drive, Hermitage, Tennessee, subject to the mortgage thereon.

4. The wife is to receive $500.00 cash as her share of the savings accounts of the parties.

5. The husband will receive from the home of the parties all of his personal belongings and the furnishings agreed upon by the parties.

It is understood and agreed by and between the parties that this agreement is entered into of their own free will and accord and settles all their property rights and that from and after the execution of this document, neither has any other or further claims against the other except as herein set out. The husband will be responsible for his debts and the wife will be responsible for her debts. This agreement is not one by the parties agreeing that either will not contest any divorce action, but is solely for the purpose of the parties settling their property rights, however, in the event a final decree of divorce is awarded to either by any Court of competent jurisdiction, this property settlement, if approved by the Court, may be entered as part of the final decree."

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the Care, Custody and Control of the three minor children of the Parties be and the same hereby is decreed to the Complainant with unlimited visitation rights to the Defendant.

IT IS FURTHER, ORDERED, ADJUDGED AND DECREED by the Court that the Defendant shall and is hereby decreed to pay as support and maintenance of the minor children of the Parties, $320.00 each month on the first of each month beginning with the filing of this decree, further the Defendant will claim the minor children of the Parties as exemptions for income tax purposes.

ALSO, IT IS ORDERED, ADJUDGED AND DECREED that the title to the home of the parties located at 6034 Bonnalawn Drive, Hermitage, Tennessee, be and hereby is divested out of the Defendant and vested in the Plaintiff. Also, the furniture and appliances located there be vested completely in the Plaintiff The Defendant has received from the home all of his personal belongings as agreed by the parties. The wife has received $500.00 in cash as her share of the joint savings accounts of the parties.

Costs of this cause assisted against the Defendant for which execution may issue, if necessary.

Enter This 10 Day of DEC 19

Mac Robinson

Mac Robinson, Special Judge
Fourth Circuit Court

APPROVED FOR ENTRY:

[illegible] - Attorney for the Plaintiff

CERTIFICATE

I hereby certify that I have mailed a copy of the foregoing to John L. Hogue, Jr., Ravenwood Apartments, Lebanon Road, Hermitage, Tennessee, on this, the 3Rd day of December, 1973.

Bobbie Jones.
Bobbie Jones

C 9573 8
IDENTIF. REFERENCE
APR 25 2 40 PM '75
FELIX A. WILSON REGISTER
DAVIDSON COUNTY, TENN.

Minute Book 85-A, Page No. 192 Entered: 12-10-73

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* BEVERLY ANN HOGUE *Plaintiff, and* JOHN LESLIE HOGUE, JR. *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* 25th *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 _____, *D. C.*