IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

JUNE 24th, 1974.

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Pld

MARTHA ANN CATO YOKLEY)
)
VS.) NO. 72168
)
EMMITT CLINTON YOKLEY, JR.) MINUTE BOOK 88-C, PAGE 92

JUL 18 MISC A* 8.00 * 8.00

FINAL DECREE

RECORDER'S MEMO:
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This cause came on for hearing on this the 17th day of June, 1974 before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee upon the original complaint filed by Martha Ann Cato Yokley, answer filed by Emmitt Clinton Yokley, Jr., with the cause proceeding to trial as an uncontested matter, testimony of witnesses heard in open court, statement of counsel and upon the entire record in this cause. From all of which it appears to the Court as follows: That the allegations alleged in complainant's complaint have been fully sustained by the proof submitted in that the defendant, Emmitt Clinton Yokley, Jr. has been guilty of such cruel and inhuman treatment and conduct towards the complainant 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 bonds of matrimony heretofore subsisting by and between the parties be and the same are hereby dissolved and the complainant, Martha Ann Cato Yokley is hereby awarded an absolute divorce and she is restored to all the rights and privileges of an unmarried person.

It further appears the parties have entered into a property settlement agreement which is in words and figures as follows:

AGREEMENT

This agreement made and entered into at Nashville, Davidson County, Tennessee on this the _____ day of April, 1974 by and between Martha Ann Cato Yokley, hereinafter called the

wife, and Emmett Clinton Yokley, Jr., hereinafter called the husband.

WITNESSETH:

Whereas the parties are man and wife and the wife has filed a complaint for absolute divorce in the Circuit Court of Davidson County, Tennessee and the differences are such between the parties as a reconciliation is impossible and desiring to settle their property rights subject to the approval of the Court, the parties agree as follows:

1. The wife shall have custody of the two minor children of the parties to-wit: Emmett Clinton Yokley, III, age 11, and Stephen Wayne Yokley, age 8, and the husband shall pay the sum of $400.00 per month as child support by the 4th day of each month until January 1st, 1975 or until the wife obtains employment, whichever shall occur first. After January 1, 1975 or the wife obtains employment, the child support payments shall be reduced to the sum of $250.00 per month for the support and maintenance of these two minor children. The wife will make all house payments after she obtains employment.

2. The husband shall maintain health and accident insurance regarding the two children of the parties.

3. The wife shall be awarded possession of the homeplace located at 3811 Sam Boney Drive, Nashville, Tennessee to be used as her residence and that of the minor children and the husband shall make the house payment thereon to be deducted from the $400.00 per month payment mentioned in item 1 hereinabove. The wife will maintain possession of said homeplace as long as she desires to reside there and remains unmarried and until the youngest child becomes of legal age, whichever occurs first, thereafter however, in the event of either of the above the parties agree the real estate is to be sold and the net proceeds thereof be divided equally between the parties.

4. The wife shall receive all of the household furniture and furnishings located in the homeplace with the exception of a few small items that the parties have agreed to divide which need not be specifically set out in this agreement. The husband is to have all stock that he has purchased from his employment, McDowell Enterprises to be his singular property free from any claims of the wife and the wife agrees to release the injunction heretofore ordered by the Court with respect to his personal property.

5. The wife shall receive as hers absolute, the 1971 Ford Torino which is free and unencumbered to be hers absolute.

6. The husband shall pay to the wife's attorney a reasonable fee in the amount of $200.00.

Both parties understand this agreement is subject to the approval of the Court in the event a divorce is granted to either party. However, in the event a divorce is not granted to either party or the parties reconcile, this agreement shall be of no force and effect. If approved by the Court, this agreement is a full, final and complete settlement of the property rights of the parties and the same may be incorporated in the final decree of divorce. Further, this agreement is entered

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into without any collusion between the parties but solely of their own free will and accord.

Muriel Robinson
Witness

Martha Ann Cato Yokley
Wife- Martha Ann Cato Yokley

Earl Thompson
Witness

Emmett Clinton Yokley, Jr.
Emmett Clinton Yokley, Jr.

It is therefore ORDERED, and DECREED the custody of the minor children of the parties, to-wit, Emmett Clinton Yokley, III, age 11 and Stephen Wayne Yokley, age 8 is hereby vested in the complainant, Martha Ann Cato Yokley.

It is further ORDERED, and DECREED the defendant shall pay the sum of $400.00 per month as child support by the fourth day of each month until January 1, 1975 or until the wife obtains employment whichever occurs first and thereafter the sum shall be reduced to $250.00 per month as child support.

It is therefore ORDERED, and DECREED the real property as owned by the parties be and the same is hereby vested in them as tenants in common and the wife shall have possession of said homeplace located at 3811 Sam Boney Drive, Nashville, Davidson County, Tennessee to be used as her residence and that of the minor children as long as she desires to reside there and remains unmarried and until the youngest child becomes of legal age whichever occurs first, and in the event of either of the above the property is to be sold and the net proceeds thereof divided equally between the parties. Said real estate is more particularly described as follows:

> Being Lot No. 18, on the Plan of Paragon Hills, as of record in Book 3300, page 100, Register's Office for said County.
>
> Said lot No. 18, fronts 62.5 feet on the southwesterly side of Sam Boney Drive, and extends back 174.2 feet on the southeasterly line and 176.6 feet on the northwesterly line to a dead line in the rear, measuring 55.9 feet thereon.
>
> Being the same property conveyed to E. C. Yokley, Jr., and wife, Martha C. Yokley of record in Book 4233, page 66, Register's Office for Davidson County, Tennessee.

It is further ORDERED, and DECREED the property settlement agreement as incorporated herein be and the same is

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hereby approved and made the judgment of the Court.

The defendant shall pay to complainant's solicitor of record a reasonable fee in the amount of $200.00 plus the cost of this cause for all of which let execution issue if necessary.

(S) Beuford Gribble
JUDGE

APPROVED FOR ENTRY:
W Pursul Robinson
Attorney for Complainant

Earl Thompson
Attorney for Defendant

IDENTIF. REFERENCE
JUL 18 2 01 PM '75
FELIX DAVIDSON REGISTER
DAVIDSON COUNTY, TENN.
D 07342

I certify that I have mailed a copy of the foregoing Final Decree to the Honorable Earl Thompson, Attorney this 19th day of June, 1974.

W Pursul Robinson

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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* copy of divorce decree ~~transcript of the record and proceedings~~ *had in said Court in the case heretofore prosecuted and determined therein, between* Martha Ann Cato Yokley, *Plaintiff, and* Emmitt Clinton Yokley, 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* 18th *day of* July *in the year one thousand nine hundred and* seventy-five *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*
By Mildred Carter, *D. C.*