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IN THE FIRST CIRCUIT COURT
FOR DAVIDSON COUNTY, TENNESSEE
JANUARY 29th, 1976.

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PW

SUMNER GARRISON HEMPHILL, Complainant,	)	
VS.	)	NO. 79178
ALPHANETTE BRACEY HEMPHILL, Defendant.	)	MINUTE BOOK 139-B, PAGE 1647

FINAL DECREE

This cause came to be heard on the 28th day of January, 1976, before the Honorable J. William Rutherford, Judge of the First Circuit Court of Davidson County, Tennessee, on the Complaint for divorce, the withdrawal of the Answer and Cross-Complaint heretofore filed, the testimony of witnesses in open Court, and the record as a whole, from all of which the Court finds that the complainant is entitled to an absolute divorce on the grounds of cruel and inhuman treatment; that the defendant is a fit and proper person to have custody of the parties' minor child; and that the complainant owes a duty to provide reasonable support for the parties' minor child; and that the property of the parties be divided as specified in the attached property settlement agreement which is incorporated herein as part of this Final Decree.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED as follows:

1. That the complainant be granted an absolute divorce from the defendant and the parties be restored to all the rights and privileges of unmarried persons.

2. That the defendant have the exclusive care, custody and control of the parties' minor child, Grey Washington Hemphill and that the complainant shall have reasonable visitation with the parties' minor child.

3. That the complainant owes the duty of support for the minor child of the parties in the amount of Two Hundred ($200) Dollars per month as stated in the agreement which is incorporated herein.

4. That the complainant shall transfer his right, title and interest in the parties' residence at 3076 Buenaview Boulevard to the defendant and that the defendant shall assume the mortgage to First Federal Savings & Loan Association of Nashville of record in Book 4555 Page 960 Register of Deeds Office for Davidson County, Tennessee.

5. That the cost of this cause be borne equally by both parties.

ENTERED this 29 day of January, 1976.

s/ J. William Rutherford
J. WILLIAM RUTHERFORD,
JUDGE, FIRST CIRCUIT COURT

APPROVED FOR ENTRY:

Ben L. Roskin
Ben L. Roskin
Attorney for Complainant

Jinx S. Thomas
Jinx S. Thomas
Attorney for Defendant

AGREEMENT

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THIS AGREEMENT made and entered into this 28th day of January, 1976, by and between ALPHANETTE BRACEY HEMPHILL, hereinafter referred to as "WIFE", and SUMNER GARRISON HEMPHILL, hereinafter referred to as "HUSBAND", both of Nashville, Davidson County, Tennessee.

WITNESSETH:

WHEREAS, the parties hereto are man and wife, having been married on July 28, 1968 in Ringgold, Georgia; and

WHEREAS, there has been born of such marriage one child, to-wit: GREY WASHINGTON HEMPHILL, born January 27, 1969; and

WHEREAS, since June 27, 1975, the parties have been, and are now, living separate and apart, and have no expectation of resuming marital relations; and

WHEREAS, certain irreconcilable differences have arisen between the parties and a Petition for Absolute Divorce has been filed in the First Circuit Court for Davidson County, Tennessee, Civil Action Number 79178; and

WHEREAS, the parties desire to enter into an Agreement with respect to their property rights and their child and for other purposes and with the effect hereinafter stated;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties herein contained, the parties agree and covenant as follows:

1. Custody of Child. WIFE shall have the sole custody of the minor child of the parties, GREY WASHINGTON HEMPHILL. HUSBAND shall have rights of reasonable and general visitation with the said child.

2. Support Payments for Child. HUSBAND shall pay to WIFE for the support and maintenance of the parties' minor child, Two Hundred ($200) Dollars per month. Such support payments shall be payable directly to WIFE on or before the 5th day of each month and shall continue until the parties' child is eighteen (18) years of age. WIFE shall have the right to claim the child as a dependent on her Federal Income Tax Return. It is agreed that any subsequent orders of any court amending any decree for child support, either by way of increase or decrease, shall be deemed to be an amendment of this Agreement.

3. Medical Insurance. WIFE agrees to be responsible for all hospitalization and medical insurance coverage of both herself and the child.

4. Real Property. HUSBAND agrees to transfer to WIFE by appropriate quitclaim deed all of his right, title and interest in and to the house and lot owned by the parties at 3076 Buena View Boulevard, Nashville, Davidson County, Tennessee. WIFE agrees to assume the mortgage on the said property commencing the first day of the month following the month in which the Decree of Divorce becomes final. HUSBAND hereby agrees to continue paying all sums owing to First Federal Savings and Loan Association of Nashville for the mortgage on the parties' residence as ordered by the First Circuit Court of Davidson County, Tennessee until the first day of the month immediately following the date that the Decree of Divorce becomes final.

5. Personal Property. HUSBAND agrees to transfer to WIFE by appropriate documents all of his right, title and interest in and to the 1972 Ford Thunderbird. HUSBAND agrees to become current on the payments that he owes on said automobile and HUSBAND agrees to continue said payments on the note.

HUSBAND and WIFE agree that all of the household furnishings and personal property which has been owned by them in common has already been equitably divided and that neither shall make claim to any of the items of household furnishings or personal property which are in the possession of the other.

6. Attorney's Fees; Court Costs. HUSBAND and WIFE agree to be responsible for the payment of their respective attorney's fees. HUSBAND and WIFE further agree to be equally responsible for the payment of all court costs incident to the divorce proceedings.

7. Other Liabilities. WIFE agrees to assume and be solely responsible for all sums of money owing to the General Electric Company and WIFE agrees to assume and be responsible for all sums of money owing to Credit Thrift Company.

8. Additional Instruments. Each of the parties shall, from time to time, at the request of the other, execute, acknowledge and deliver to the other party any and all further instruments that may reasonably be required to give full force and effect to the provisions of this Agreement.

9. Rights Reserved. Nothing contained herein shall be construed as an agreement on the part of either of the parties that the other party has grounds for divorce against him or her or that they in any way may waive any rights in any such divorce action, except those property rights which are settled as provided in this Agreement and such custody rights and obligations in support of the minor child as have been agreed upon, subject however, to the approval of a court of competent jurisdiction.

10. Incorporation. It is agreed, that subject to the approval of the court, the matters covered by this Agreement shall be incorporated in any decree granting a divorce to either of the parties.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the day and date first above written at Nashville, Davidson County, Tennessee.

Alphanette B. Hemphill
ALPHANETTE BRACEY HEMPHILL

Sumner Garrison Hemphill
SUMNER GARRISON HEMPHILL

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* Sumner Garrison Hemphill, *Plaintiff, and* Alphanette Bracey Hemphill, *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* 8th *day of* March *in the year one thousand nine hundred and* seventy-six *and in the* 199th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Mildred Carter *D. C.*

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and exact copy of this pleading has been served upon counsel for all parties at interest in this cause by (X) delivering said copy to the office of said counsel this day or by ( ) placing said copy in the United States mail addressed to said counsel at their office, with sufficient First Class postage thereon to carry the same to its destination.

This the 29th day of January, 1976.

Jim A. Thomas

MAR 12 76 MISC 8* 14.00 * 14.00

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IDENTIF. REFERENCE

MAR 12 4 02 PM '76

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.