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FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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PW

WALTER DYLYNN HIGGINBOTHAM) BOOK 5017 PAGE 480

-vs-) No. 80669

CAMELLA FAYE HOCUTT HIGGINBOTHAM)

FINAL DECREE

This cause came on to be heard this 8th day of March, 1976, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Petition for Absolute Divorce filed by the plaintiff, Walter Dylynn Higginbotham, a pro confesso emtered December 23, 1975, the testimony of the plaintiff and two witnesses in open Court, the statement of counsel, and a certain five-page Child Custody Property Settlement Agreement, which the Court took under advisement in order to read said Child Custody Property Settlement Agreement, whereupon the Court found that the plaintiff had proved his grounds for divorce, to-wit--such cruel and inhuman treatment as renders further cohabitation unsafe and improper, and, therefore, awarded him an absolute divorce; and after reading said Child Custody Property Settlement Agreement, approved the same in all respects.

It is, therefore, ORDERED, ADJUDGED and DECREED that the plaintiff, Walter Dylynn Higginbotham, be, and he is hereby, awarded an absolute divorce from the bonds of matrimony heretofore existing between him and the defendant, Camella Faye Hocutt Higginbotham, and that he be restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the said five-page Child Custody Property Settlement Agreement entered into by and between the parties is approved in all respects and made a part of this final decree of divorce and is attached hereto.

BOOK 5017 PAGE 481

CHILD CUSTODY AND-9 PM 2:26 #80669

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT MADE AND ENTERED into this 4th day of March, 1976, by and between the parties, Walter Dylynn Higginbotham, a resident of Davidson County, Tennessee, hereinafter called "HUSBAND", and Camella Faye Hocutt Higginbotham, also a resident of Davidson County, Tennessee, hereinafter called "WIFE";

W I T N E S S E T H:

WHEREAS, HUSBAND and WIFE were married on the 25th day of September 1963, in Greenwood, Mississippi, and have maintained residence in Davidson County, Tennessee for many years, and

WHEREAS, the parties are now living separate and apart from each other, and have been living separate and apart from each other since July 11, 1975; and

WHEREAS, there have been two (2) children born of the marriage of HUSBAND and WIFE--Walter Dylynn Higginbotham, Jr., now age 9, and Melissa Cayle Higginbotham, age 3 months; and

WHEREAS, HUSBAND and WIFE have accumulated an estate; and

WHEREAS, HUSBAND filed a Petition for Absolute Divorce on or about the 24th day of October, 1975, in the Fourth Circuit Court for Davidson County, Tennessee; and

WHEREAS, HUSBAND and WIFE desire to settle the matter of the care, custody and control of the two (2) minor children of the parties between themselves and also their property rights to their estate, and further desire to have this agreement and settlement made a part of and incorporated into any decree of divorce which may be entered dissolving the marriage of HUSBAND and WIFE, subject to the approval of the Court;

NOW, THEREFORE, IN CONSIDERATION of the premises, and in further consideration of the sum of One ($1.00) Dollar cash in hand

paid by HUSBAND to WIFE and WIFE to HUSBAND, the receipt of which is hereby acknowledged by HUSBAND and WIFE, and in further consideration of the mutual execution of this agreement, it is mutually agreed by and between HUSBAND and WIFE as follows:

1. That this agreement shall be binding on HUSBAND and WIFE, their heirs, executors, administrators, and assigns, and is the whole and only agreement between HUSBAND and WIFE, and shall not be modified nor varied by parol evidence.

2. That the absolute and exclusive care, custody and control of the oldest child of the parties, Walter Dylynn Higginbotham, Jr., now age 9, is hereby relinquished and given by WIFE to HUSBAND, and the absolute and exclusive care, custody and control of the youngest child of the parties, Melissa Gayle Higginbotham, now age 3 months, is hereby relinquished and given by HUSBAND to WIFE, with reasonable visitation privileges in HUSBAND and WIFE, at reasonable times and reasonable places, as set out immediately hereinafter.

3. That WIFE will have visitation privileges with said minor child of the parties, Walter Dylynn Higginbotham, Jr., every weekend from Friday night, at 6:00 P.M. until Sunday morning, at 9:00 A.M., and that HUSBAND will have visitation privileges with said minor daughter of the parties, Melissa Gayle Higginbotham, as she grows up and HUSBAND and WIFE agree that she is old enough to be with HUSBAND from 9:00 A.M. every Sunday morning, until 8:00 A.M. every Monday morning, so that both HUSBAND and WIFE will be able to visit with both children at the same time during the day and overnight every week; and further, that WIFE will have visitation privileges with both children during the first week of the regular Christmas vacation, including Christmas Day in the even numbered years, beginning Christmas, 1976, and HUSBAND will have the same visitation privileges with both children the second week of the regular Christmas vacation

immediately after Christmas Day in the even numbered years, beginning Christmas, 1976; and said visitation privileges will be reversed in the odd numbered years, beginning Christmas, 1977, so that HUSBAND will have both of said children during the first week of the regular Christmas vacation, including Christmas Day, and WIFE will have said visitation privileges with the children during the second week of Christmas vacation immediately after Christmas Day in the odd numbered years, beginning Christmas, 1977; and finally, that WIFE will have visitation privileges with both children during one week of each of the three summer months of June, July and August, or two or three weeks consecutively, but no more than three full weeks of each regular summer vacation; and likewise, HUSBAND will also have said visitation privileges with both children for one week of each of the summer months of June, July, and August, or two or three weeks consecutively, but no more than three full weeks during the regular summer vacation months, said summer visitation privileges to be clearly and expressly agreed upon by and between HUSBAND and WIFE by May 15 of each year, beginning May 15, 1976, so that both HUSBAND and WIFE will be able to plan their summer visitation privileges with both children and further to plan their summer vacations.

4. That HUSBAND and WIFE hereby clearly and expressly agree that in the event of the death of HUSBAND that WIFE will have the absolute and exclusive care, custody and control of both the minor children of HUSBAND and WIFE; and in the event of the death of WIFE, that HUSBAND will have the absolute and exclusive care, custody and control of both the minor children of HUSBAND and WIFE.

5. That all right, title and interest of HUSBAND in and to a certain tract of real estate in Leflore County, Mississippi, which was conveyed by warranty deed from HUSBAND and WIFE to James Earl Kendall and wife, Mary Diane Kendall, on or about August 29,

1974, which interest consists of a certain escrow balance in the amount of One Thousand Two Hundred Seventy-Six and 58/100 ($1,276.58) Dollars as of January 15, 1976, and further the right to receive monthly payments from the sale of said real estate in the amount of Eighty-Nine and 57/100 ($89.57) Dollars monthly, be, and the same is hereby, divested out of HUSBAND and vested in WIFE.

6. That all right, title and interest of WIFE in and to certain real estate in Davidson County, Tennessee, located at 712 Greymont Drive, Nashville, Tennessee, the exact legal description of which will be included in any final decree of divorce which may be granted dissolving the marriage of HUSBAND and WIFE, be, and the same is hereby, divested out of WIFE and vested in HUSBAND.

7. That HUSBAND will pay directly to WIFE the sum of Seventy-Five ($75.00) Dollars per month, beginning March 15, 1976, and payable the 15th of each month thereafter, as reasonable child support for the minor daughter of the parties, Melissa Gayle Higginbotham.

8. That HUSBAND and WIFE have already divided all the personal property between themselves.

IN WITNESS WHEREOF, HUSBAND and WIFE have hereto set their hands at Nashville, Tennessee, this 4th day of March, 1976.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Walter Dylynn Higginbotham
WALTER DYLYNN HIGGINBOTHAM

Sworn to and subscribed before me
this 4th day of March, 1976.

Marelyn Wilson
NOTARY PUBLIC

My commission expires:
May 23, 1977

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Camella Faye Hocutt Higginbotham
CAMELLA FAYE HOCUTT HIGGINBOTHAM

Sworn to and subscribed before me
this 4th day of March, 1976.

NOTARY PUBLIC

My commission expires:
May 23, 1977

APPROVED FOR ENTRY:

J. L. THOMPSON, III
Attorney for Husband,
Walter Dylynn Higginbotham

It is further ORDERED, ADJUDGED and DECREED that all right, title and interest of the defendant, Camella Faye Hocutt Higginbotham, in and to the real estate referred to in paragraph 6 on page 4 of said Child Custody Property Settlement Agreement, and immediately described hereinafter, be, and the same is hereby, divested out of her and vested in the plaintiff, Walter Dylynn Higginbotham:

> Being Lot No. 65 on the Map of Glencliff Estates, Section Two, as of record in Book 1130, pages 77 and 78, Register's Office for said County.
>
> Said Lot No. 65 fronts 119.7 feet on the southerly side of Greymont Drive, as measured along a slight curve, and runs back 300 feet on the easterly line and 307.9 feet on the westerly line to a dead line in the rear, measuring 40.7 feet thereon.
>
> Being the same property conveyed to Walter D. Higginbotham and wife, Camella Faye Higginbotham, by deed from Walter E. Giesecke and wife, Lillian K. Giesecke, and recorded in Book 4042, Page 440, Register's Office for said County.

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause be paid by the plaintiff.

ENTER this ___ day of _____, 1976.

JUDGE

3-11-76

APPROVED FOR ENTRY:

J. L. THOMPSON, III
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to the defendant, Camella Faye Hocutt Higginbotham, Apartment R-16, Winstead Manor Apartments, Edmondson Pike, Nashville, Tennessee, this 9th day of March, 1976.

mail to:
W.D. Higginthan
712 Graymont Dr.
Nashville, Tenn.
37217

BOOK 5017 PAGE 487

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IDENTIF. REFERENCE

APR 21 2 05 PM '76

FELIX A. ...
DAVIDSON COUNTY, TENN.

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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 transcript~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Walter Dylynn Higginbotham *Plaintiff, and* Camella Faye Hocutt Higginbotham *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* 21st *day of* April *in the year one thousand nine hundred and* Seventy-Six *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddings, *D. C.*