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IN THE FIFTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

46-4
36pw

THOMAS EUGENE HIBBETT]

-vs-] NO. 80758

MARTHA KAY ARNOLD HIBBETT]

O R D E R

This cause came on to be heard on the 14th day of January, 1976 before the Honorable Stephen North, Judge, upon the petition for absolute divorce filed by complainant, personal service of process upon the defendant, default judgment being granted against the defendant, submission to the Court of a property settlement agreement for approval, testimony of complainant and his two corroborative witnessses, statement of counsel in open court and from the entire record in this cause. From all of which the Court finds that the defendant has been guilty of such cruel and inhuman treatment or conduct toward complainant as renders further cohabitation unsafe and improper. It is therefore

ORDERED AND ADJUDGED that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved and the complainant, Thomas Eugene Hibbett, is granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person

It is further ORDERED AND ADJUDGED that the property settlement agreement heretofore submitted to the Court is approved in all respects and made a part of this Order by inclusion, as follows:

ORDER'S MEMO
Legibility of Writing, Typing or Printing in This
Entry When Received.

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Circuit Court of Davidson County, Tennessee, a petition for absolute divorce filed by THOMAS EUGENE HIBBETT, hereinafter referred to as Husband, against MARTHA KAY ARNOLD HIBBETT, hereinafter referred to as Wife, under Docket No. 80758, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a settlement of all their property interests, and tender same to the Court for approval in the event a decree of divorce is granted in this cause, and

WHEREAS, these parties have been advised of their respective rights and obligations to each other.

NOW, THEREFORE, in consideration of $1.00 cash in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the parties do agree as follows:

(1) That Husband will proceed to trial on a non-contested basis.

(2) Both parties acknowledge that they have already divided the savings account and each party has received the sum of $11,093.81.

(3) The parties agree to divide equally the savings account at Commerce Union Bank on or before the date of the signing of this Agreement.

(4) The parties agree to divide equally all the stocks and bonds which were bought and paid for on or before August 10, 1975.

(5) All right, title and interest which the Wife has in and to the house and lot of the parties located at 711 Harding Place, Nashville, Davidson County, Tennessee, shall be divested out of her and the sole and exclusive ownership of said property shall be awarded to the Husband. In lieu of Wife's interest in the property, Husband agrees to pay her the sum of $19,000.00, without interest, said amount to be payable at the rate of $100.00 per month for a period of twelve months, from the date of signing of this agreement, and at the expiration of said twelve months, the Husband shall pay the sum of $200.00 per month to Wife until the total amount of $19,000.00 is paid in full. In the event that Husband sells the home, or in the event of his death, then the balance owing to Wife shall be paid in full in lump sum cash.

(6) The parties acknowledge with the signing of this Agreement that they have divided their furniture, furnishings and personal property on a fair and equitable basis, and that Wife has in her possession those articles of personal property that she desires to keep and that Husband will keep those articles of personal property now in his possession at the home.

(7) Both parties acknowledge that Husband owns a one-fourth interest in a lake lot located at Sunset Bay on Old Hickory Lake, Sumner County, Tennessee, and it is further agreed that in the event that Husband sells the property or the property is otherwise liquidated and reduced to cash, then Wife will receive one-half of Husband's net proceeds received from the sale or liquidation of said real property.

(8) Wife agrees not to make any further charges or extensions of credit in Husband's name after the date of the signing of this Agreement.

(9) Both parties agree to sign any and all documents, deeds, titles or instruments necessary to carry out the full purpose and intent of this Agreement. They acknowledge that they have signed this Agreement voluntarily, without coercion or duress from any party.

WITNESS OUR HANDS, this 13th day of November, 1975.

Thomas Eugene Hibbett
HUSBAND

Martha Kay Edmondson Hibbett
WIFE

Robert L. Jackson
ATTORNEY FOR HUSBAND

It is further ORDERED AND ADJUDGED that all right, title and interest which the defendant, Martha Kay Arnold Hibbett, has in and to the house and lot of the parties located at 711 Harding Place, Nashville, Davidson County, Tennessee, more particularly described as follows:

> Being Lot No. 702 on the Plan of Caldwell Hall, Section X, of record in Book 3106, page 79, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 702 fronts 84.55 ft. on the south side of Harding Place and extends back 152.43 ft. on the westerly line and 160 ft. on the easterly line to a dead line in the rear on which it measures 89.4 ft.
>
> Being the same property conveyed to Thomas E. Hibbett and wife, Martha K. Hibbett, by deed from Andrew Ewing, Trustee, of record in Book 3437, page 261, Register's office for said county.

shall be divested out of her and the sole and exclusive ownership of said property shall be awarded to the complainant, Thomas Eugene Hibbett, in fee simple, absolute ownership.

The costs of this cause are taxed against the defendant, for all of which execution may issue, if necessary.

JUDGE

APPROVED:

Attorney for Complainant

Attorney for Defendant

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of this pleading has been served upon counsel for all parties at interest in this cause by delivering a true copy of said pleadings to the offices of said counsel or placing a true copy of said pleadings in the United States mail addressed to said ... on this the ____ day of _____, ...

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IDENTIF. REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Mail
Robert L. Jackson
Atty
Amer Trust Bldg
Nash. Tenn
37219

JUL 12 MISC B* 10.00 * 10.00

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* Thomas Eugene Hibbett *Plaintiff, and* Martha Kay Arnold Hebbett *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* 7 *day of* July *in the year one thousand nine hundred and* Seventy-Six *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D Buttrey, *D. C.*