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6-15-76
18/1896

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IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARY FRANCES WINGO,

Plaintiff

vs.

CHARLES LEO WINGO,

Defendant

NO: 79285

Map 16
Par 92
10D 04315

FINAL DECREE

This cause came on to be heard on this the 26th day of April, 1976, before the Honorable James Swiggart, Judge of the Sixth Circuit Court for Davidson County, Tennessee, upon the original Petition for Divorce, Answer and Cross-Complaint filed, witnesses examined in open Court, statement of counsel made to the Court and upon the entire record in this cause.

MISC * 12.00 * 12.00

From all of which it appears that the grounds of cruel and inhuman treatment have been adequately sustained by clear, competent and cogent proof, and that the complainant is entitled to an absolute divorce.

It further appears that the parties have mutually worked out a property settlement agreement which is as follows:

It appears to the Court that the parties own an 18.4 acre tract of land as tenants in common located in the 10th Civil District of Davidson County, Tennessee and that any and all equity which the defendant may have in said tract of land shall be divested out of him and vested in the complainant, subject of course, to any outstanding liens thereon.

It further appears that the parties own a one-half interest in an 138 acre farm, which is the remaining portion of a parcel of land originally containing 155.68 acres, purchased together with

his sister, Geneva Wingo Bates. Said 138 acres lies adjacent to the 18.4 acres heretofore mentioned, and any and all equity which the complainant may have in said 138 acre farm, shall be divested out of her and vested in the defendant.

It further appears that the parties, several years before, secured their water for the 18.4 acres from a portion of the land from a spring on the 138 acre tract and that water is piped approximately 800 feet on to the 18.4 acres. It appears to the Court by statements made by the counsels representing the parties that it is desirous that an easement or water right be granted to the plaintiff, Mary Frances Wingo, but this water right only applies for as long as she lives on the property, and it is agreed that if she sells or moves from the property, that these water rights will not be conveyed to the new owners or tenants. It is agreed that any new purchaser or owner of the land will have to find another source to maintain a water supply for the home. It is further agreed, that as long as the plaintiff, Mary Frances Wingo, lives on and owns the property that she will have the right to go on said 138 acre tract, to repair, clean or otherwise maintain the lines or water supply.

It further appears to the Court that the parties have a 14 year old son, Jonathan, and that the exclusive custody and control of said minor child should be awarded to the complainant, however, the defendant shall have reasonable visitation privileges with his child.

It further appears to the Court that the defendant will pay child support in the amount of $25.00 per week, commencing April 30, 1976 for the support of the minor child, Jonathan, and continuing thereafter until further Orders from this Court.

It further appears that the defendant has agreed to give to her any equity he may have in the 1965 Dodge automobile.

It further appears to the Court that any and all equity which the defendant may have in the household goods and furnishings located at Box 559, Rt. 3, Goodlettsville, Tennessee where complainant now resides shall be divested out of him and vested in your complainant.

It further appears to the Court that the complainant has agreed to remain in the property until Jonathan reaches majority or until he moves away from her home. In the event he leaves her immediate home, and is not under her jurisdiction and control, then she is free to sell the property, however, she will allow the defendant the first refusal and further, she will allow him three (3) months from the date of said offer in order to raise the financing. Said notice shall be in writing, return receipt requested.

IT IS THEREFORE ORDERED that the bonds of matrimony heretofore subsisting between the complainant, Mary Frances Wingo, and the defendant, Charles Leo Wingo, are forever dissolved, and that the complainant be restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED that the parties have a 14 year old son, Jonathan, and that the exclusive custody and control of said minor child shall be awarded to the Complainant, however, the defendant shall have reasonable visitation privileges with his child.

IT IS FURTHER ORDERED that the defendant will pay child support in the amount of $25.00 per week, commencing April 30, 1976 for the support of the minor child, Jonathan, and continuing thereafter until further Orders from this Court.

IT IS FURTHER ORDERED that any and all equity which the complainant may have in the 138 acre farm jointly owned by the defendant and the complainant with Geneva Wingo Bates, be divested out of the complainant and vested in the defendant. Said property is the remaining portion of a parcel of land originally containing 155.68 acres, more or less, and;

Being the same property conveyed by deed from James Wesley Wingo and wife, to Geneva Marie Wingo Bates of record in Book 2337, Page 246, and by deed from James Wesley Wingo and wife, to Charles L. Wingo of record in Book _____, Page _____, R.O.D.C., Tennessee.

IT IS FURTHER ORDERED that any and all equity which the defendant may have in the 18.4 acre tract of land be divested out of the defendant and vested in the complainant, and that the complainant will be responsible for all mortgages and any outstanding liens thereon. Said property is described as follows:

A parcel of land in the 10th Civil Dist. of Davidson County, TN. more particularly described according to a survey by Wayne S. Cooper, Sr., Surveyor, September 7, 1970, as follows:

BEGINNING at an iron pin in the center line of a private road, being the original southeast corner of the original tract; thence N 50° 00' E 808 feet to an iron pin in the edge of the road and the original line; thence continuing on with the center of a private road N 61° 30' W 900' to an iron pin and stake near oak; thence S 15° 00' W 828 feet to an iron pin and stake; thence S 64° 30' E 27.8 feet to a point; thence S 52° 00' E 79.2 feet to a point; thence S 58° 30' E 198 feet to a point; thence S 62° 45' E 132 feet to a point; thence S 56° 00' E 66' to a point; thence S 77° 30' E 132' to a point; thence S 67° 00' E 132' to a point; thence S 52° 00' E 132' to a point; thence S 84° 30' E 151.1' to the point of beginning and containing 18.4 acres, more or less.

BEING a portion of the same property conveyed to Charles L. Wingo, et al by deed from James Wesley Wingo and wife, by deed of record in Book 2337, page 246, and Book 2543, page 133, Register's Office for Davidson County, Tennessee. BEING the same property conveyed to Charles L. Wingo, et ux by deed from Charles L. Wingo, et al, of record in Book 4456, page 411, R.O.D.C., Tennessee.

IT IS FURTHER ORDERED that the complainant shall have a water right, but this water right only applies for as long as she lives on the property, and that if she sells or moves from the property, that these water rights will not be conveyed to the new owners or tenants.

IT IS FURTHER ORDERED that any and all equity which the defendant may have in the 1965 Dodge automobile be divested out of him and vested in the complainant.

IT IS FURTHER ORDERED that any and all equity which the defendant may have in the household goods and furnishings located at Box 559, Rt. 3, Goodlettsville, Tennessee where complainant now resides be divested out of the defendant and vested in the complainant.

IT IS FURTHER ORDERED that the complainant shall remain in the property until Jonathan reaches majority or until he moves away from her home. In the event he leaves her immediate home, and is not under her jurisdiction and control, then she is free to sell the property, however, she will allow the defendant the first refusal and further, she will allow him three (3) months from the date of said offer in order to raise the financing. Said notice shall be in writing, return receipt requested.

The Defendant will pay the cost of this cause for which let execution issue, if necessary.

ENTERED this 15th day of June, 1976.

James M. Beard
JUDGE

APPROVED FOR ENTRY:

H. Tom Kittrell
H. Tom Kittrell,
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Nashville, Tennessee 37219

James L. Smith
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140 North Main Street
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IDENTIF. REFERENCE

JAN 7 12 53 PM '77

REGISTER
DAVIDSON CO., TENN.

79285 18C/1896

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* Mary Frances Wingo *Plaintiff, and* Charles Leo Wingo *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* 28th *day of* December *in the year one thousand nine hundred and* Seventy-Six *and in the* 2olst *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eskridge, *D. C.*

Form #GR-117