75-7 Panel 10

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IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

PATSY SUE (NELSON) VAILES	)	
	)	
VS.	)	NO. 84307
	)	
HOWARD ERVIN VAILES	)	

FINAL DECREE

This cause came on to be heard on the 18th day of November, 1976, before the Honorable Joe C. Loser, Jr., Judge, upon the Plaintiff's Complaint for Absolute Divorce, personal service of process on the Defendant, default judgment having been previously granted against the Defendant he having failed to appear or answer within the time allowed by law, Property Settlement Agreement, testimony of Plaintiff and her witnesses, statement of counsel, and the entire record in this cause, from all of which it appears to the Court that the Defendant has been guilty of such cruel and inhuman treatment or conduct towards the Plaintiff as renders it unsafe and improper for her to cohabit with him; further, that the Defendant has abandoned the Plaintiff, or turned her out-of-doors, and refused or neglected to provide for her; further, that the Defendant has been guilty of habitual drunkenness which habit was contracted after the marriage of the parties; further, that the parties have entered into a formal Property Settlement Agreement and that the said Agreement should be expressly confirmed and made a part of this Decree.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that an Absolute Divorce be and the same is hereby granted to the Plaintiff, Patsy Sue (Nelson) Vailes, and the bonds of matrimony heretofore subsisting between the parties be and the same are hereby dissolved and the Plaintiff is restored to all rights and privileges of an unmarried person.

IT IS, FURTHER, ORDERED, ADJUDGED AND DECREED that the Plaintiff is the fit and proper person to have the care, custody and control of the two minor children of the parties, Karen Leigh Vailes and Cheryl Anne Vailes, and she is hereby awarded said

custody of the minor children.

IT IS, FURTHER, ORDERED, ADJUDGED AND DECREED that the Defendant shall pay to the Plaintiff as child support the sum of $75.00 per month for each of the two minor children of the parties, that is a total of $150.00 per month for the care and support of the parties' minor children. Said payments are to begin immediately and to be paid directly to the Plaintiff.

IT IS, FURTHER, ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement between the parties, dated November 17, 1976, be ratified and confirmed in all respects and the same is hereby incorporated in this Decree and made a part hereof. The said Property Settlement Agreement is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

This Agreement made and entered into this 17th day of November, 1976, by and between PATSY SUE (NELSON) VAILES, hereinafter called "Wife," and HOWARD ERVIN VAILES, hereinafter called "Husband."

WITNESSETH:

WHEREAS, there is now pending in the Third Circuit Court of Davidson County, Tennessee, Case No. 84307, wherein Wife is seeking an Absolute Divorce from Husband and the parties are desirous of settling their property rights, all subject to the approval and sanction of the Court and in the event the Court should see fit to grant an Absolute Divorce to the Plaintiff herein;

NOW THEREFORE, in consideration of the terms, covenants and provisions hereinafter set forth, Wife and Husband agree as follows:

1. All right, title and interest in and to the 1974 Ford Mustang automobile shall be divested from the Husband and vested solely in the Wife, and Husband agrees to execute whatever instruments are necessary to transfer title in said automobile to the Wife in her name only. Husband agrees to pay the balance due and owing on the loan with Genesco Employees Credit Association on said automobile

and he shall indemnify and hold the Wife harmless for the payment of such debt.

2. All right, title and interest in and to the real property and improvements thereon located at 4425 Juneau Drive, Hermitage, Davidson County, Tennessee, shall be divested from the Husband and vested solely in the Wife. Said real estate is to be more particularly described in the Final Decree of the Court in the event the Court should see fit to grant an Absolute Divorce to the Plaintiff.

3. All right, title and interest in and to the furniture, appliances, and household furnishings and effects of the parties located at 4425 Juneau Drive, Hermitage, Tennessee, shall be divested from the Husband and vested solely in the Wife.

4. Husband shall pay the Wife the sum of Three Hundred ($300.00) Dollars for reimbursement of the retainer fee which she has paid to her attorney of record in this cause.

5. This agreement shall be exhibited to the Court at the final hearing of this cause and the substance of numbered paragraphs 1 through 4 shall be incorporated in the Decree of the Court in said case. This agreement shall be effective when and to the extent it is approved by the Court.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the date first above written.

/s/ Patsy Sue (Nelson) Vailes
Patsy Sue (Nelson) Vailes

/s/ C. Alan Lancaster
Witness

/s/ Howard Ervin Vailes
Howard Ervin Vailes

/s/ Cathey Haynes
Witness

IT IS, FURTHER, ORDERED, ADJUDGED AND DECREED that execution may issue, if necessary, should Defendant fail to pay the sum agreed upon in Paragraph 4 of the Property Settlement Agreement.

IT IS, FURTHER, ORDERED, ADJUDGED AND DECREED that the Defendant, Howard Ervin Vailes, shall pay the Court costs in this

cause, for which execution may issue if necessary.

IT IS, FURTHER, ORDERED, ADJUDGED AND DECREED that the real property and improvements thereon located at 4425 Juneau Drive, Hermitage, Tennessee, all right, title and interest to which is hereby divested from the Defendant and vested solely, in fee, to the Plaintiff, Patsy Sue (Nelson) Vailes, is more particularly described as follows:

> Being Lot No. 7 on the Plan of Tulip Grove Subdivision, Section 1, of record in Book 3700, page 106, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 7 fronts 88.0 feet on the westerly margin of Juneau Drive and runs back between lines measuring 149.52 feet on the southerly line and 149.57 feet on the northerly line to a dead line measuring 88.0 feet thereon.
>
> Being the same property conveyed to Howard E. Vailes and wife, Patsy N. Vailes, by deed from A. H. Johnson and wife, Malvin Johnson, of record in Book 4169, Page 426, Register's Office for Davidson County, Tennessee.

ENTERED this 29 day of November, 1976.

/s/ Joe C. Loser, Jr.
JUDGE

Minute Book 110B
Page 1206

APPROVED FOR ENTRY:

LANCASTER & FARMER

BY: /s/
C. Alan Lancaster
Attorney for Plaintiff
Suite 100, 4207 Lebanon Road
Hermitage, Tennessee 37076

CERTIFICATE

I hereby certify that I have mailed a copy of the foregoing Final Decree to the Defendant, Howard Ervin Vailes, at his residence address, Lincoya Bay Apts., Apt. No. J-115, 1050 Pleasant Hill Road, Nashville, Tennessee, on the 24TH day of November, 1976.

/s/
C. Alan Lancaster

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TENNESSEE REFERENCE

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FEE

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* Patsy Sue (Nelson Vailes *Plaintiff, and* Howard Ervin Vailes *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* January *in the year one thousand nine hundred and* Seventy-seven *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Dorothy Lowery, *D. C.*

Form #GR-117