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33A/567

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

MAT & PAR.
136-03-0-A

PHYLLISS D. PRITCHARD,

Complainant

-vs-

JOE S. PRITCHARD,

Defendant

CIVIL ACTION
NO. 85220

FINAL DECREE OF ABSOLUTE DIVORCE

FEB 15 MISC 8* 8.00 * 8.00

This cause came on to be heard on the 27th day of January, 1977, before the Honorable Stephen North, Judge of the Fifth Circuit Court for Davidson County, Tennessee, upon the complaint of absolute divorce heretofore filed by the complainant, personal service having been had upon the defendant, default judgment duly taken against the defendant, upon a property settlement agreement submitted to the Court for approval, and upon permission of the Court, the complainant submitted her testimony and the testimony of her two witnesses by deposition.

From all of which it appears to the Court that the allegations of the original petition are sustained by the proof in that the defendant, Joe S. Pritchard, is guilty of such cruel and inhuman treatment or conduct towards the complainant as renders co-habitation unsafe and improper and that the property settlement of the parties should be approved as written.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that an absolute divorce be and the same is hereby awarded to the complainant, PHYLLISS D. PRITCHARD, and she is restored to all the rights and priviledges of an unmarried person and that the bonds of matrimony heretofore existing between complainant and defendant are hereby dissolved.

IT IS FURTHER, ORDERED, ADJUDGED AND DECREED by the Court that the Property Settlement Agreement of the parties, a copy of which is attached hereto and is incorporated herein by reference, be and the same is hereby approved and made the Order of the Court;

IT IS FURTHER, ORDERED, ADJUDGED AND DECREED by the Court that the defendant, JOE S. PRITCHARD, shall pay the cost of this cause.

ENTER this 9th day of February, 1977.

Honorable Stephen North, Judge

APPROVED FOR ENTRY:

James T. McMillen
Attorney for Complainant

CERTIFICATION OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree of Absolute Divorce has been mailed to the defendant, Joe S. Pritchard, at his last known address, this the 8th day of February, 1977.

James T. McMillen

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, PHYLISS D. PRITCHARD, hereinafter called "wife", and JOE S. PRITCHARD, hereinafter called "husband", are married but have experienced difficulties, and

WHEREAS, there is pending in the Fifth Circuit Court of Davidson County, Tennessee a divorce action bearing number 85220, and,

WHEREAS, it is their desire to settle their property matters subject, however, to the approval of the Court.

NOW, THEREFORE, IT IS AGREED by and between wife and husband as follows:

1. Husband agrees that all rights, title and interest of the husband in the condominium owned by the parties located at 3880 Priest Lake Drive, No. 24, Nashville, Tennessee are to be divested out of the husband and to be vested solely in the wife and wife agrees to assume all the payments on same and to hold husband harmless from non-payment of said payments;

2. That all furniture, furnishings, household goods, appliances, and utencils owned by the parties shall be with wife's absolutely;

3. Husband agrees that the BMW automobile owned by the parties shall be with wife's absolutely and wife agrees to assume payments on same and to hold husband harmless from non-payment of same;

4. Husband agrees that, except for the payments mentioned hereinabove in paragraphs 1 and 3, he will assume all loans, accounts, indebtedness, and obligations of the parties prior to their separation of October 27, 1976 and to hold the wife harmless for non-payment of same.

5. That the wife shall have the exclusive custody and control of the parties' minor son, Sid Hunter Pritchard, and that husband shall have visitation with said child at reasonable times and reasonable places;

6. That the husband shall pay to the wife the sum of One Hundred and seventy-five ($175.00) Dollars per month for the support and maintenance of the minor child of the parties, and, in addition, husband shall keep medical insurance in effect on said child and shall pay all medical, dental, and optical bills for care of said child;

7. Husband shall pay wife's attorney of record a reasonable fee for his services in this cause;

8. Husband will pay the Court cost in this cause;

9. This instrument contains the entire agreement of the parties and shall not be changed, modified, or altered except by the expressed and written agreement of both the parties.

Date _____ Phyliss D. Pritchard

Date _____ Joe S. Pritchard

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IDENTIF. REFERENCE
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FELIX E. ... REGISTER
DAVIDSON COUNTY, TENN.

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* PHYLLISS D. PRITCHARD *Plaintiff, and* JOE S. PRITCHARD *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* 15 *day of* FEBRUARY *in the year one thousand nine hundred and* seventy-seven *and in the* 201st. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Jane Smith, *D. C.*

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