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IN THE FIFTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

33-15
BB pw

JOYCE ANN DODD HUEY)
)
VS.) NO. 78375
)
RAYBURN HUEY)

AMENDED FINAL DECREE

This cause came on to be heard on this the 4th day of September, 1975, before the Honorable Stephen North, Judge of the Fifth Circuit Court for Davidson County, Tennessee, upon the original complaint filed by plaintiff, the original answer and cross-complaint filed by the defendant having been withdrawn, default judgment heretofore taken, testimony of witnesses in open Court, statement of counsel and the entire record in this cause. From all of which it appeared to the Court that the allegations contained in the plaintiff's complaint are fully sustained, that is, that the defendant has been guilty of such cruel and inhuman treatment or conduct towards the plaintiff as renders further cohabitation unsafe and improper for her to remain under his dominion and control;

It is therefore, ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing between the parties be, and the same are hereby dissolved and the plaintiff is awarded an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties by and through counsel have entered into the following property settlement agreement:

1. The home and real estate owned by the parties, described as follows:

> Land in Davidson County, Tennessee, being Lot No. 142 on the Plan of Primrose Acres, Section 2, of record in Book 2900, page 44, Register's Office for Davidson County, Tennessee.

RECORDER'S NOTE
Legibility of Writing, Typing or Printing in this Document Unsatisfactory When Received.

Said Lot No. 142 fronts 90 feet on the southeasterly side of Woods Lake Drive and extends back 227 feet on the northeasterly line and 222 feet on the southwesterly line to a dead line measuring 90.1 feet thereon.

Being the same property conveyed to Rayburn Huey and wife, Joyce Ann Huey, by deed from Johnny Jones and wife, Lettie Jones, of record in Book 4132, page 12, Register's Office for said County.

is to be divested out of the defendant and title vested solely in the plaintiff, Joyce Ann Huey.

2. That custody of the parties' minor children is to be placed in the plaintiff with reasonable visitation rights granted to the defendant.

3. That the defendant husband pay the plaintiff the sum of $50.00 per week child support for the support and maintenance of the parties' minor children and shall pay the said $50.00 through the Clerk of the Circuit Court for Davidson County, Tennessee, and in addition thereto, shall pay the Clerk a fee of 5% for the handling of said child support.

4. The defendant is to receive the proceeds for the promissory note in the approximate amount of $2,400.00 payable to both the plaintiff and the defendant from the Defendant's brother, James F. Huey.

5. The joint savings account in both the plaintiff's and defendant's name on deposit at First Federal Savings & Loan Association in the approximate amount of $2,700.00 is to be placed in trust in the plaintiff's name, Joyce Ann Huey, for the benefit and use of the parties' minor children.

6. The plaintiff's attorney of record, James R. Everett, Jr., is to be paid an attorney's fee of $150.00 by the defendant, Rayburn Huey.

7. The plaintiff is to receive all household furnishings owned by the parties except for one old color television set and one stereo set.

8. The plaintiff is to receive all personal property owned by the parties except for the defendant's clothing, his guns,

all coins given the defendant by his father, one-half of all Kennedy half-dollars, all of the defendant's rings and watches, and all other similar jewelry owned by the defendant.

9. It is further agreed that when the defendant has visitation rights with the minor children of the parties for any extended period of time, such as vacation, he is not to pay child support for that period of time.

It is further, ORDERED, ADJUDGED and DECREED that the property settlement agreement as incorporated herein, be and the same is hereby made the judgment of this Court.

It is further, ORDERED, ADJUDGED and DECREED that the defendant shall pay the plaintiff's attorney of record, James R. Everett, Jr., an attorney's fee of $150.00 and pay the costs of this cause, for all of which execution may issue, if necessary.

This 17th day of September, 1975.

s/
JUDGE

APPROVED FOR ENTRY:

s/
JAMES R. EVERETT, JR.,
Attorney for Plaintiff

I certify that I have mailed a copy of the foregoing Amended Final Decree to Charles Alexander, Attorney, this the 15th day of September, 1975.

s/

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MAR-3-77 MISC 8* 8.00 * 8.00

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IDENTIFICATION REFERENCE

MAR 3 11 11 AM '77

REGISTER
DAVIDSON CO., TENN.

30B/689 78375

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* Joyce Ann Dodd Huey *Plaintiff, and* Rayburn Huey *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* 3rd *day of* March *in the year one thousand nine hundred and* Seventy Seven *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L Rutherford, *D. C.*

Form #GR-117