12-7-76 / 19C / 1809

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LINDA JOYCE MITCHELL	)	IN THE SIXTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE
VS.	)	NO. 84542
JIMMY ROY MITCHELL	)	

MAP 42-9
PAR 89
m.p.

FINAL DECREE

This cause came on for hearing on this the 2nd day of December, 1976, before the Honorable James M. Swiggart, Judge of the Sixth Circuit Court of Davidson County, Tennessee, upon the complaint for absolute divorce filed by complainant, answer filed thereto by defendant, original complaint filed by Jimmy Roy Mitchell and answer filed thereto, order transferring both complaints to the Sixth Circuit Court for trial under rule number 84542, with the cause proceeding to trial as an uncontested matter as the result of a property settlement agreement entered into by the parties, testimony of witnesses heard in open Court, statement of counsel and upon the entire record herein. From all of which the Court finds that the allegations in complainant's complaint have been fully sustained, that is that the defendant, Jimmy Roy Mitchell, has been guilty of such cruel and inhuman treatment and conduct towards her 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 complainant, Linda Joyce Mitchell, is hereby awarded an absolute divorce from the defendant, Jimmy Roy Mitchell, and she is restored to all the rights and privileges of an unmarried person.

It is further ORDERED and DECREED that the complaint filed by Jimmy Roy Mitchell should be and the same is hereby dismissed.

It further appears that the parties have entered into the following property settlement agreement:

AGREEMENT

This agreement made and entered into at Nashville, Tennessee, on this the 30th day of November, 1976, by and between Linda Joyce Mitchell, hereinafter called the "Wife" and Jimmy Roy Mitchell, hereinafter called the "Husband."

WITNESSETH:

That whereas the parties are man and wife and serious marital problems have arisen and the differences are such between the parties as a reconciliation is impossible and desiring to settle their property and custody rights subject to the approval of the Court, they agree as follows:

1. The husband shall pay to the wife as child support the sum of One Hundred Twenty ($120.00) Dollars per month on the first day of every month.

2. The wife shall receive the household furniture and furnishings with the exception of a few items given to the Husband by his parents.

3. The wife shall receive the Truck and the husband shall execute said title to her.

4. The husband shall receive the car owned by the parties and he shall be responsible for the mortgage thereon.

5. The husband shall pay to the wife the sum of Three Thousand ($3,000.00) Dollars, which she paid as a downpayment on the same, and thereafter, he shall receive the homeplace to be his absolutely. The husband will be responsible for the mortgage thereon and the wife shall be held harmless.

6. The parties agree the husband shall have the following visitation privileges: The Husband shall pick up the child on Sunday morning at 8:30 A.M. at the wife's home. If she should be working on that particular Sunday, she shall pick up the child at his home at 11:30 P.M. on that same Sunday. If she is not working, he will return the minor child the following Monday morning at 7:00 A.M. This Sunday visitation shall be for three Sundays out of the month, to be agreed upon between the parties. Further, the parties agree the father shall have the child with him one evening during the week and return the child to the mother the following morning at 7:00 A.M. Visitations may be modified by agreement of both parties.

7. The husband shall pay to the wife's attorney of record, Muriel Robinson, a fee in the amount of Two Hundred Fifty ($250.00) Dollars.

8. Each party shall retain their own personal property consisting of jewelry and other similar personal items.

Both parties understand that this Agreement is subject to the approval of the Court in the event that a divorce is granted to either party. However, in the event that a divorce is not granted to either party or the parties reconcile, this agreement shall be of no force and effect. If approved by the Court, the said agreement is a full, final and complete settlement of the property rights as between the

the parties and the same is entered into without any collusion between the parties, but solely of their own free will and accord.

/s/ Linda Joyce Mitchell
WIFE

/s/ Albert Abernathy
WITNESS

/s/ Jimmy R. Mitchell
HUSBAND

/s/ Joe P. Binkley
WITNESS

It is, therefore, ORDERED and DECREED that the above agreement is hereby approved by the Court and made the judgment thereof.

It is accordingly ORDERED and DECREED that the custody of the minor child of the parties; to wit: James William Mitchell, is hereby committed to Linda Joyce Mitchell with visitation privileges awarded to the defendant as hereinabove specified.

It is further ORDERED and DECREED that the defendant, Jimmy Roy Mitchell, shall pay to complainant the sum of One Hundred Twenty ($120.00) Dollars on the first day of each and every month for the support and maintenance of the minor child.

It is further ORDERED and DECREED that all right, title and interest the complainant has in and to said homeplace of the parties shall be divested from her and reinvested in the defendant, Jimmy Roy Mitchell. Said Three Thousand ($3,000.00) Dollars remains a lien against said real estate until the same is paid to the said Linda Joyce Mitchell by the said Jimmy Roy Mitchell. Said real property is described in words and figures as follows:

> Land in Davidson County, Tennessee, being Lot 35 on the map of Kemper Heights, Section 1, as of record in Book 2331, page 65, Register's Office for Davidson County, Tennessee.
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> Said Lot 35 fronts 80 feet on the southerly side of Westchester Drive and runs back 227 feet on the westerly line and 271 feet on the easterly line to a dead line measuring 50 feet thereon.
>
> Being the same property conveyed to Jimmy Roy Mitchell and wife, Linda Joyce Mitchell by deed from C. M. Russell and Company, a Tennessee Corporation of record in Book 4808, page 108, Register's Office for Davidson County, Tennessee.

It is further ORDERED and DECREED that the wife shall receive the household furniture and furnishings and truck of the parties as per the property settlement agreement and all right, title or interest the defendant has in and to the same is divested from him and reinvested in the complainant, Linda Joyce Mitchell to be hers absolutely and the defendant shall execute all documents of title necessary. Likewise, the complainant, Linda Joyce Mitchell, shall execute the title to the automobile of the parties to the defendant, Jimmy Roy Mitchell, who is responsible for the mortgage thereon.

It is further ORDERED and DECREED that the defendant, Jimmy Roy Mitchell shall pay a reasonable fee as agreed to Muriel Robinson, Attorney of Record for the complainant in the amount of Two Hundred Fifty ($250.00) Dollars and the costs of this cause for all of which let execution issue if necessary.

This the 7th day of December, 1976.

s/ James M. Swiggart
JUDGE

APPROVED FOR ENTRY:

Muriel Robinson
Attorney for Linda Joyce Mitchell,
Complainant

Attorney for Jimmy Roy Mitchell,
Defendant

I certify that a copy of this Final Decree has been mailed to the Honorable Joe Binkley, Sr., Attorney for Defendant, Jimmy Roy Mitchell, this the 6th day of December, 1976.

Muriel Robinson
Attorney for Complainant

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IDENTIF. REFERENCE

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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~~ true copy of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Linda Joyce Mitchell *Plaintiff, and* Jimmy Ray Mitchell *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* apr. *in the year one thousand nine hundred and* 77 *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Lauva Bates, *D. C.*

Form #GR-117