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IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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SANDRA MATTHEWS HUDSPETH)
)
VS.) NO. 82409
)
GEORGE WILLIAM HUDSPETH)

O R D E R

This cause came on to be heard before the Honorable Joe Loser, Judge of the Third Circuit Court, upon the original bill filed by the plaintiff, Sandra Matthews Hudspeth, the Answer and Cross-Bill filed by the defendant, George William Hudspeth, the testimony of the parties in open court and their corroborating witnesses, the statement of counsel for the parties and the entire record. From all of which the Court is of the opinion that the plaintiff, Sandra Matthews Hudspeth, is entitled to an absolute divorce upon the grounds of cruel and inhuman treatment only and that she has failed to establish, by proof, the grounds in her petition for absolute divorce of adultery. The Court is, however, of the opinion that she has carried the appropriate burden of proof upon the grounds of cruel and inhuman treatment and, therefore, she shall be granted an absolute divorce and the marriage existing between the parties is accordingly dissolved. Of course, the cross-bill of the defendant is dismissed. The Court is of the opinion that the residence of the parties at 6605 Chatsworth Place in Davidson County, Tennessee shall be the property of the plaintiff, Sandra Matthews Hudspeth, and the interest of the defendant, George William Hudspeth, is hereby specifically divested from him and the same reinvested in Mrs. Sandra Matthews Hudspeth with Mrs. Hudspeth assuming the obligation of paying the indebtedness which exists against the property. The Court is of the further opinion that all of the household furniture, fixtures and appliances shall be the property of Mrs. Hudspeth and any interest of Mr. Hudspeth is divested from him and reinvested in Mrs. Hudspeth except for the pool table in the basement of the residence and the office furniture placed there by the Bill Hudson & Assocs., Inc., advertising agency along with any personal items of Mr. Hudspeth and any interest in said property of Mrs. Hudspeth be and is hereby specifically divested from her and reinvested in Mr. Hudspeth. The Court is

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of the opinion that the one-fourth interest which the parties jointly own in a 156.5 acre farm in Cheatham County, Tennessee, as a result of a Joint Venture Agreement dated November 23, 1974 shall remain the property of the parties as tenants in common so that Mr. and Mrs. Hudspeth shall each own a one-eighth interest in the said property. The Court is of the opinion that the real estate owned by Mr. Hudspeth on property located at 51 Music Square East, where his business is located shall be Mr. Hudspeth's property and any interest of Mrs. Hudspeth in said real estate is hereby divested from her and the same reinvested in Mr. Hudspeth. The Court is aware that the said title to this property is already in the name of Mr. Hudspeth but that Mrs. Hudspeth executed jointly with her husband the mortgage on said real estate and the Court finds that the mortgage indebtedness on this real estate shall be and become the obligation of Mr. Hudspeth. The Court is of the further opinion that all of the stock ownership in the corporation, Bill Hudson & Assocs., Inc., shall remain in Mr. Hudspeth and any interest in said corporation of Mrs. Hudspeth be and is hereby specifically divested from her and the same reinvested in Mr. Hudspeth. The Court is of the further opinion that a 1975 Cougar automobile which is titled in the name of Mr. Hudspeth shall be and become the property of Mrs. Hudspeth and Mr. Hudspeth is directed to transfer the title to said automobile to Mrs. Hudspeth and he shall be obligated to pay the indebtedness on the said vehicle as the monthly notes become due. The Court is of the further opinion that Mr. Hudspeth should pay directly to Mrs. Hudspeth the sum of $300.00 per month for each child or $600.00 per month as child support. The Court is of the further opinion that Mr. Hudspeth shall claim the two minor children as his exemptions for income tax purposes on his annual Federal income tax return. The Court is of the further opinion that Mr. Hudspeth shall pay the sum of $600.00 per month as alimony until Mrs. Hudspeth remarries but for a period not to exceed 100 months. The Court finds that the said child support and alimony should commence on February 1, 1977. The Court is of the further opinion that Mr. Hudspeth

should pay the 1976 real estate taxes on the residence at 6605 Chatsworth Place. The Court is of the further opinion that it shall allow as additional alimony in solido to the wife an attorney fee in the amount of $5,000.00 to Mr. Seth Norman for his services to Mrs. Hudspeth, which additional alimony in solido shall be payable directly to Mr. Norman on a monthly basis in the amount of $750.00 per month beginning February 1, 1977 until the sum of $5,000.00 is paid in full. The Court finds that the custody of the minor children should be vested in Mrs. Hudspeth with Mr. Hudspeth having visitation rights at reasonable times and places and the Court grants to the parties the opportunity to resolve visitation privileges among themselves, but if they are unable to do so, of course, each party may apply to the Court for a specific designation of visitation in the event that they cannot agree on a suitable arrangement for Mr. Hudspeth to visit and have his children with him for appropriate periods of time so that the children may benefit from visitation with their father.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the above be and is hereby made the order and findings of this Court in this cause.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all right, title and interest of George William Hudspeth in the hereinafter described property be and is hereby specifically divested from him and the same is reinvested in Mrs. Hudspeth so that she will own the said real estate in fee simple and she shall be obligated to pay the indebtedness against the property as her obligation, which property is specifically described as follows:

> Land in Davidson County, Tennessee, being Lot No. 75 on the Plan of West Meade Park, Inc., Section IV, as of record in Book 3300, page 68, Register's Office for said County.
>
> Said Lot No. 75 fronts 113 feet on the easterly side of Chatsworth Place, and extends back 455.8 feet on the north line and 374.1 feet on the south line, to a dead line in the rear on which it measures 226.1 feet.

Being the same property conveyed to John Cecil Adams and wife, Marion F. Stewart Adams by deed from Stanley M. Chernau, Trustee, as of record in Book 4182, page 6, said Register's Office; and being the same property conveyed as of record in Book 4311, page 656, said Register's Office.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the ownership of the one-fourth interest in 156.5 acres in Cheatham County, Tennessee as the result of a Joint Venture Agreement dated November 14, 1974, which the parties own jointly, shall be owned from and after the date of this decree as tenants in common and Mr. and Mrs. Hudspeth each shall own a one-eighth interest in said property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any right, title and interest which Mrs. Hudspeth may have in an office building located at 51 Music Square, East shall be specifically divested from her and the same reinvested in Mr. Hudspeth so that Mr. Hudspeth shall own the said property in fee simple and the indebtedness against said property shall be and become the sole obligation of Mr. Hudspeth which real estate is more specifically described as follows:

Being Lot No. 26 on the Map of the O. B. Hayes Plan of Small Lots, of record in plan book 1, page 69 of the Chancery Court at Nashville.

Said Lot No. 26 fronts 50 feet on the west side of 16th Avenue, South, and runs back between parallel lines 150 feet to an alley.

Being the same property conveyed to Jack S. Stapp and William D. Killen by deed from Samuel H. Howell, of record in Book 3498, page 129, Register's office for Davidson County, Tennessee, and being the same property as conveyed of record in Book 4650, page 338, said Register's Office.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Mr. Hudspeth will transfer the title to a 1975 Cougar automobile to Mrs. Hudspeth and Mr. Hudspeth will be obligated to pay the monthly notes on the said vehicle in the approximate amount of $179.00 per month as additional alimony until the said vehicle is paid for.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Mrs. Sandra Hudspeth be and is hereby granted an absolute divorce from Mr. George William Hudspeth upon the grounds of cruel and inhuman treatment and the cross-bill of Mr. Hudspeth is dismissed and the parties are restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the principal custody of the two minor children be and is hereby vested in Mrs. Sandra Matthews Hudspeth with Mr. Hudspeth having visitation rights at reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Mr. Hudspeth shall pay directly to Mrs. Hudspeth beginning February 1, 1977 the sum of $300.00 per month for each child or a total of $600.00 per month as child support and Mr. Hudspeth shall claim the two minor children as his exemptions for income tax purposes on his annual Federal income tax return.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Mr. Hudspeth shall pay directly to Mrs. Hudspeth the sum of $600.00 per month as alimony until she remarries, but in no case for more than 100 months which payments shall begin February 1, 1977.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Mr. Hudspeth will pay the 1976 real estate taxes on the residence at 6605 Chatsworth Place as additional alimony to Mrs. Hudspeth.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Mr. Hudspeth shall pay an additional $5,000.00 as alimony in solido on behalf of Mrs. Hudspeth which is an attorney fee for the valuable services of Mr. Seth Norman and Mr. Hudspeth is directed to pay this alimony in solido directly to Mr. Norman at a rate of $750.00 per month beginning on the first day of February 1977 and an equal sum on each suceeding month until the said $5,000.00 is paid in full.

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IDENTIF. REFERENCE

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REGISTER
DAVIDSON COUNTY, TENN.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all of the costs in this cause be and are hereby taxed against Mr. Hudspeth for which an execution may issue if necessary.

JUDGE

APPROVED FOR ENTRY:

JOHN W. NOLAN, III
Attorney for Defendant, George William Hudspeth

SETH NORMAN
Attorney for Plaintiff, Sandra Matthews Hudspeth

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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* Sandra Matthews Hudspeth *Plaintiff, and* George William Hudspeth *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* 13 *day of* May *in the year one thousand nine hundred and* seventy seven *and in the* 201st. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By , *D. C.*

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