 1-374 102 B/617

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

72-4-115

DONNA DIANE HICKS GIBSON)
)
)
-vs-) NO. 71501
)
)
CHARLES DAVIS GIBSON, JR.)

O R D E R

This cause came on to be heard this 19th day of December, 1973, before the Honorable Joe C. Loser, Jr., holding the Third Circuit Court of Davidson County, Tennessee, upon the petition for absolute divorce, testimony of the plaintiff and two witnesses in open Court, statement of counsel and the entire record from all of which the Court finds the defendant to be guilty of such cruel and inhuman treatment as renders cohabitation unsafe and improper and that the plaintiff is granted an absolute divorce from the defendant. The Court further finds that the property settlement agreement heretofore entered into by and between the parties should be approved.

It is, therefore, ORDERED, ADJUDGED and DECREED that the plaintiff shall have an absolute divorce from the defendant and be restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the property settlement agreement heretofore entered into by and between the parties is approved and made a part of the judgment of this Court and is set forth in words and figures as follows:

"PROPERTY SETTLEMENT AGREEMENT

This agreement made and entered into this 14th day of November, by and between DONNA DIANE HICKS GIBSON, hereinafter referred to as 'Wife', and CHARLES DAVIS GIBSON, JR., hereinafter referred to as 'Husband'.

"WHEREAS, the parties have had certain difficulties between them which has resulted in their being unable to cohabit;

WHEREAS, neither party has agreed to a divorce, but the parties have entered into this agreement in an effort to agree upon the matters of the disposition of their personal property and alimony.

W I T N E S S E T H:

1) Wife agrees to convey and does hereby convey to Husband all of her right, title and interest in and to property owned by the parties at 1420 Golf Street in Nashville, Davidson County, Tennessee. In return for this conveyance, Husband agrees to assume all responsibility for the mortgage on said property to United Mortgagee Servicing Corp. and to hold wife harmless from any liability on said indebtedness.

2) Husband agrees to transfer and does hereby transfer all of his right, title and interest in and to the household goods, furniture and personalty now in her possession to Wife.

3) Husband agrees to transfer and convey and does hereby transfer and convey all of his right, title and interest in and to a 1964 Chevrolet automobile presently titled in his name to Wife.

4) Wife agrees to convey and does hereby convey all of her right, title and interest in and to a lot located in Camelot, Tennessee, presently owned jointly by the parties, to Husband. Husband agrees to assume all responsibility for the indebtedness presently existing on said property and to hold Wife harmless from any liability on said indebtedness.

5) Husband agrees to assume all responsibility and to pay an existing note at First American National Bank in Nashville in the amount of $350.00 and to hold wife harmless from any liability onsaid indebtedness.

6) Wife agrees to assume all responsibility and to pay and hold Husband harmless from any liability on a current bill owing at Cain-Sloan Company.

7) Husband agrees to assume all responsibility and to pay and hold Wife harmless from any liability on an indebtedness to United Consumers Club payable $17.00 per month.

8) Wife agrees to assume all responsibility and to pay and hold Husband harmless from any liability on a bill presently owing to Dr. Harold Meacham.

9) Husband agrees to pay Wife the sum of One Hundred Four and no/100ths ($104.00) Dollars on the 2nd Thursday of each month and Forty-Four and no/100ths ($44.00) Dollars on the 3rd Thursday of each month

"through the month of March, 1975, after which time all payments from Husband to Wife will cease, provided the present loan of the parties at wife's credit union is paid off in full and provided the note on Husband's 1970 Pontiac at wife's credit union is paid off in full.

10) Husband agrees to pay to John R. Parker, Attorney for Wife, the sum of Two Hundred Fifty and no/100ths ($250.00) Dollars for his services in this matter.

s/s Donna Diane Hicks Gibson
Donna Diane Hicks Gibson, Wife

s/s Charles D. Gibson, Jr.
Charles Davis Gibson, Jr., Husband

s/s Cynthia Bowling
Witness as to Wife

s/s Donald E. Gann
Witness as to Husband"

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause are taxed against the defendant, for which execution may issue, if necessary.

Enter This 3 Day of Jan, 1974

JUDGE

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

APPROVED FOR ENTRY:

DENNEY, LACKEY, CHERNAU & CASTLEMAN

By John R. Parker
Attorneys for Plaintiff

cc: Mr. Charles D. Gibson, Jr.
1420 Golf Street
Nashville, Tennessee 37216

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IDENTIF. REFERENCE

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FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

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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* DONNA DIANE HICKS GIBSON *Plaintiff, and* CHARLES DAVIS GIBSON, JR. *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* 11th *day of* August *in the year one thousand nine hundred and* seventy-seven *and in the* 202nd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Sue Sullivan, *D. C.*

Form #GR-117