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8-22-77
111e/2282

MAP 83-8
Par. no 102

IN THE THIRD CIRCUIT COURT OF
DAVIDSON COUNTY, TENNESSEE

BETTYE ADDINGTON HODGKINS

VS.

RUGBY GRANT HODGKINS

AUG26P MISC B* 6.00 * 6.00

NO. 84440

FELIX Z. ... REGISTER
DAVIDSON COUNTY, TENN.
AUG 26 2 06 PM '77

IDENTIF. REFERENCE

E 22748

FINAL DECREE

This cause came on to be heard on this the 31st day of May, 1977, before the Honorable Joe C. Loser, Judge of the Third Circuit Court for Davidson County, Tennessee, upon the original complaint and amendments thereto filed by the complainant, answers filed by the defendant, testimony of the complainant and witnesses in open Court, statements of counsel, and Property Agreement by the parties. From all of which the Court is of the opinion that the complainant's charges of cruel and inhuman treatment were fully sustained;

It is, therefore, ORDERED, ADJUDGED and DECREED that the complainant, Bettye Addington Hodgkins, is awarded an absolute divorce and is restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the complainant is awarded the homeplace of the parties located at 1005 Preston Drive, Nashville, Tennessee, and more particularly described as follows:

> Land in Davidson County, Tennessee, being lot No. 62 on the Plan of Rosewood Heights, Section II, as of record in Book 2133, page 57, Register's Office for said County.
>
> Said Lot 62 fronts 165 feet on the easterly side of Preston Drive and runs back 169.1 feet on the northerly line and 117 feet on the southerly line, to a dead line, which is a broken line, measuring 215 feet thereon.
>
> Being the same property conveyed to W. H. Lancaster by deed from Suburban Properties, Inc., of record in Book 2397, page 79, said Register's Office.

All rights, title and interest in said property shall vest solely in the complainant and the defendant shall be divested of any

right, title or interest in the same.

It is further ORDERED that the lease arrangement as agreed to by the parties is hereby approved and made the order of this Court and is in words and figures as follows:

> The wife agrees to lease the house to the husband and the Husband agrees to pay the house note on said property and rent for a combined monthly payment to the wife of One Hundred Sixty ($160.00) Dollars. Said payments shall begin in June, 1977, and be payable by the 5th day of each month thereafter. The wife shall regain possession of the homeplace by giving three months written notice to the husband. Should the husband be required to vacate the premises at the request of the wife, all payments of housenote and rent shall cease upon the vacating of the premises. Should the husband elect to vacate the premises, he agrees to give three months written notices. Upon his vacating the premises, that portion of the monthly payment considered rent shall terminate; however, that portion of said payment representing the house-note shall continue to be paid to the wife unless or until one of the following contingencies happen, at which time the Husband's duty to pay said note shall terminate: (a) the house is sold, (b) the house is rented or leased to another party, or (c) the house is completely paid for.

It is further ORDERED, ADJUDGED and DECREED that the household furniture and furnishings of the parties are awarded to the complainant and the defendant is divested of any right, title or interest in the same. The complainant may remove any furniture and furnishings from the house which she desires with the remainder to be left in the house for the use of the defendant during his tenancy.

It is further ORDERED that the complainant is awarded the 1974 Volkswagon automobile now in her possession.

It is further ORDERED that the defendant is awarded the 1976 Nova automobile now in his possession and on which a balance is owed and the wife shall be held harmless thereon.

The husband shall pay the costs of this cause for all of which let execution issue if necessary.

This the _____ day of _____, 1977.

_____
JUDGE

APPROVED FOR ENTRY:

8/22/77

Attorney for Defendant

I certify that a copy of this Final Decree has been mailed to the Honorable Niles S. Nimmo, Attorney for Defendant, this the 18th day of August, 1977.

Attorney for Defendant

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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* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Bettye Addington Hodgkins *Plaintiff, and* Rugby Grant Hodgkins *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* 24th *day of* August *in the year one thousand nine hundred and* Seventy-Seventh *and in the* 202nd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddings, *D. C.*

Form #GR-117