Map 84-14
Par 89

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BILLY M. DOXEY	)	IN THE SIXTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE
VS.	)	NO. 88056
THELMA N. DOXEY	)	

SEP 19 MISC FINAL DECREE B* 10.00 * 10.00

This cause came on for hearing on this the 12th day of September, 1977, before the Honorable James M. Swiggart, Judge of the Sixth Circuit Court for Davidson County, Tennessee, upon the counter-complaint for absolute divorce filed by Thelma N. Doxey, witn no answer having been filed by the cross-defendant. In view of a property settlement agreement reached by and between the parties, with the matter being heard as an uncontested matter, testimony of witnesses heard in open Court, submission of the property settlement agreement, statement of counsel, and the entire record herein. From all of which the Court is of the opinion and finds as follows:

That the allegations of the counter-complainant, Thelma N. Doxey, have been fully sustained, that is that the counter-defendant, Billy M. Doxey, has been guilty of such cruel and inhuman treatment and conduct towards counter-complainant 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 counter-complainant, Thelma N. Doxey, should be and she is hereby awarded an absolute divorce from the counter-defendant, Billy M Doxey, and she is hereby restored to all the rights and privileges of an unmarried person.

It is further ORDERED and DECREED that the original complaint filed by Billy M. Doxey is hereby dismissed.

It is further ORDERED, ADJUDGED and DECREED that the restraining orders heretofore issued by the Court against Billy M. Doxey, Third National Bank, 201 4th Avenue, North, Nashville, TN, Home Federal Savings and Loan, 230 4th Ave., N., Nashville, TN,

and Fidelity Federal Savings and Loan Association of Nashville, 401 Commerce Street, Nashville, TN, regarding certain funds and savings certificates held jointly in the names of Billy M. Doxey or Thelma N. Doxey, 219 Theodore Road, Nashville, Tennessee, should be and the same are hereby dissolved.

It further appears the parties have entered into the following property settlement agreement which is in words and figures as follows:

AGREEMENT

This agreement entered into at Nashville, Tennessee, on this the 30th day of August, 1977, by and between Thelma N. Doxey, hereinafter called the "Wife" and Billy M. Doxey, 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 rights subject to the approval of the Court, they agree as follows:

1. The wife shall make application to the Court for an uncontested decree of divorce.

2. The wife shall receive the homeplace of the parties located at 219 Theodore Road, Nashville, Tennessee, to be hers absolutely and in fee simple.

3. The wife shall receive her $16,000.00 Fidelity Federal Certificate of Savings free and clear of the claims of the husband and he will deliver to her her certificate at the execution of this agreement.

4. The husband shall pay off the mortgage note due and owing on the homeplace at 219 Theodore Road, Nashville, Tennessee, from the $9,000.00 joint savings account at Third National Bank in the approximate amount of $4,300.00 and shall pay to the wife $2,000.00 from the remaining funds in said savings account and the husband shall retain the balance remaining after these payments to be made on the date of the final hearing of this cause.

5. The wife shall receive the household furniture and furnishings and appliances located at the homeplace of the parties.

6. The wife shall receive her 1968 Nova Chevrolet automobile and the tools and implements at the homeplace.

7. The husband agrees to deliver to the wife on or before the final hearing of this cause the housekeys in his possession, the keys to the wife's car

in his possession and her receipts for her Title Registration and Metro sticker for her automobile.

8. The husband shall sign the transfer for her Water and Sewerage Account deposit enabling her to transfer the account with no interruption.

9. The husband shall receive the $14,000.00 Fidelity Federal Certificate and the $20,000.00 Certificate of Savings at Home Federal and the balance of the joint checking account at Third National Bank.

10. The husband shall receive his 1977 Chevelle automobile.

11. The wife shall make no further or other claim for alimony against the husband other than specified herein by the terms of this agreement.

12. The husband shall pay to Muriel Robinson, Attorney for the wife, a reasonable fee in the amount of $150.00.

13. Each party shall retain their own personal property such as jewelry and other similar items.

Both parties understand that this agreement is subject to the approval of the Court in the event 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 parties and the same is entered into without any collusion between the parties, but solely of their own free will and accord.

/s/ Thelma N. Doxey
THELMA N. DOXEY, WIFE

/s/ A.Lynn Hill
WITNESS

/s/ Billy M. Doxey
BILLY M. DOXEY, HUSBAND

/s/
WITNESS

It is, therefore, ORDERED, ADJUDGED and DECREED that the homeplace of the parties located at 219 Theodore Road, Nashville, Tennessee, is hereby awarded to the counter-complainant, Thelma N. Doxey, and any right, title or interest that the said Billy M. Doxey has in and to the same is hereby divested from him and reinvested in the said Thelma N. Doxey, to be hers absolute and in fee simple, including the balance of the escrow account. Said real property is more particularly described in words and figures as follows:

Land in Davidson County, Tennessee, being Lot No. 55 on the Map of Walnut Grove Subdivision, as of record in Book 2133, page 87, Register's Office for said County.

Said Lot No. 55 fronts 77 feet on the northeasterly side of Theodore Road and runs back 155 feet on the northwesterly line and 156.5 feet on the southeasterly line to a dead line in rear and measures 77 feet thereon.

Being the same property conveyed to Billy M. Doxey and wife, Thelma Nichola Doxey, by deed from N. H. Barker and wife, Dorothy H. Barker, of record in Book 2336, page 349 with the conveyance made subject to restrictive covenants of record in Book 2271, page 541, and the Plan of Record in Book 2133, page 87, Register's Office for said County, which shows a 40 foot building set back line from Theodore Road and a 10 foot easement along the rear for utilities, with the said Thelma N. Doxey and Thelma Nichols Doxey being one in the same person.

It is further ORDERED and DECREED that the husband shall pay off the mortgage note due and owing on the above described property as evidenced by the property settlement agreement incorporated herein and the escrow account shall pass to the new property owner, being Thelma N. Doxey.

It is further ORDERED, ADJUDGED and DECREED that the wife shall receive her $16,000.00 Fidelity Federal Certificate of Savings free and clear of the claims of the husband as per the agreement herein incorporated.

It is further ORDERED and DECREED that the defendant, Billy M. Doxey, shall pay to the wife the sum of $2,000.00 pursuant to the agreement herein and the wife shall receive the household furniture and furnishings and appliances of the parties, the tools and implements at the homeplace and her 1968 Nova Chevrolet automobile, to be hers outright and any right, title or interest the defendant, Billy M. Doxey, has in and to the same is hereby divested from him and reinvested in her absolutely.

It is further ORDERED and DECREED that the counter-defendant, Billy M. Doxey, shall receive the $14,000.00 Fidelity Federal Savings Certificate and the $20,000.00 Certificate of Savings at Home Federal and the balance of a joint checking account at Third National Bank. The counter-defendant shall also receive and retain his 1977 Chevrolet automobile, subject to any mortgage thereon, on which the wife shall be held harmless.

It is further ORDERED that the husband shall pay to Muriel Robinson, Attorney for the wife, a reasonable fee in the amount of $150.00.

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All other parts of said agreement, as incorporated herein, are hereby approved by the Court and made the judgment of this Court.

The counter-defendant, Billy M. Doxey, shall pay the costs of this cause for all of which let execution issue if necessary.

s/ James M. Swiggart
JUDGE
9-13-77

APPROVED FOR ENTRY:

s/
Attorney for Thelma N. Doxey

Attorney for Billy M. Doxey

E26750

IDENTIF. REFERENCE

SEP 19 4 08 PM '77

FEE $ [illegible]
DAVIDSON COUNTY, TENN.

I certify that a copy of this Final Decree has been mailed to the Attorney for Billy M. Doxey, Honorable J. W. Rutherford, this the _____ day of September, 1977.

s/
Attorney for Thelma N. Doxey

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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* Billy M. Doxey *Plaintiff, and* Thelma N. Doxey *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* 15th *day of* September *in the year one thousand nine hundred and* seventy-seven *and in the* 202nd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature], *D. C.*