12-13-77 C
218/443

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

Map 42-3
Par. 123
OE

BONNIE LOU SIMPKINS)
)
VS.) NO. 88123
)
ROGER G. SIMPKINS)

ROGER G. SIMPKINS)
)
VS.) No. 88168
)
BONNIE LOU SIMPKINS)

ORDER

This cause came on to be heard on the 12th day of December, 1977, before the Honorable James M. Swiggart, Judge of the Circuit Court for Davidson County, Tennessee, upon the original Complaint, the cases heretofore having been consolidated by Order and the Answer and Cross-Complaint of Roger G. Simpkins bearing docket No. 88168 having been dismissed, statement of counsel and the entire record in this cause; from all of which the Court finds that the parties have irreconcilable differences; that the Complainant, Bonnie Lou Simpkins, should be granted an absolute divorce; that the property settlement agreement entered into by the parties is approved by the Court; and that the Defendant, Roger G. Simpkins, should pay the costs of the cause.

It is therefore ORDERED, ADJUDGED AND DECREED by the Court tha the Complainant, Bonnie Lou Simpkins, be, and hereby is awarded an absolute divorce and restored to all rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED AND DECREED that the property settlement agreement entered into by and between Bonnie Lou Simpkins and Roger G. Simpkins, is hereby expressly approved in-toto and is incorporated into and made a part of this final decree and the same is as follows:

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

BONNIE LOU SIMPKINS)
)
VS.) No. 88128
)
ROGER G. SIMPKINS)

CUSTODY AND PROPERTY
SETTLEMENT AGREEMENT

WHEREAS, this agreement entered into by and between the plaintiff, Bonnie Lou Simpkins, hereinafter referred to as the "Wife" and the defendant, Roger G. Simpkins, hereinafter referred to as the "husband". In that the parties hereto recognize that certain difficulties have arisen in their marriage which has necessitated the wife to file a compliant for an Absolute Divorce against the husband under the above styled, bearing docket No. 88128 and that the husband has cross-filed against the wife, said case having heretofore been consolidated under the above styled number and that the parties hereby agree to enter into the following custody and property settlement agreement subject to the approval of the Court and subject to one of the parties obtaining an absolute divorce.

WITNESS

1. That all right, title and interest in and to the hereinafter described real estate commonly known as 906 North Graycroft Avenue, Madison, Davidson County, Tennessee, is to be divested from the husband and that all right, title and interest in and to said real estate is to be vested in the wife, absolutely subject to the existing indebtedness thereon; said property more particularly described to wit:

> Land in the 11th Civil District of Davidson County, Tennessee, being Tract "A" of a survey by E. L. Miller, Jr., Surveyor, dated March 8, 1965 as follows:
>
> BEGINNING at a point in the southeasterly margin of Graycroft Avenue, said point being southwestwardly along the southeasterly margin of said Avenue 90 feet from the westerly corner of Primrose Acres, a plat of which is of record in Book 2663, pages 106 and 107, Register's Office for said County; thence according to the survey of Tract "A" by E. L. Miller, Jr., dated March 8, 1965, southwestwardly along the southeasterly margin of Graycroft Avenue 90.95 feet to a point; thence in a southeastwardly direction 95.8 feet to a point; thence in a southwardly direction 64.9 feet to a point; thence in a northeastwardly direction 131.8 feet to a point thence in a northwestwardly direction along the line between Tract "A" and Tract "B" of the survey by E. L. Miller, Jr., dated March 8, 1965, 187.4 feet, according to said survey of Tract "B" to the point of beginning.
>
> BEING the same property conveyed to Roger G. Simpkins and wife, Bonnie L. Simpkins by deed as of record in Book 4664, Page 297, in the Register's Office for Davidson County, Tennessee.

2. That all right title and interest in and to the household furnishings located at 906 North Graycroft Avenue, Madison, Davidson County, Tennessee, is to be vested in the wife and that all right, title and interest in and to said household furnishings is to be divested out of the husband.

3. That all right, title and interest in and to the 1972 LTD Station Wagon automobile is to vested in the Wife and that all right, title and interest in and to said automobile is to be divested out of the husband with the husband paying the existing indebtedness thereon.

4. That all right, title and interest in and to the 1976 LTD automobile, Basscraft boat, Evinrude motor, boat trailer and all of th tools which are located at 906 North Graycroft Avenue, Madison, Davidson County, Tennessee, are to be vested solely in the husband and that all right, title and interest in and to the aforesaid personal property is to be divested out of the wife.

5. That the wife is to receive the care, custody and control of the parties' minor child, Allen Keith, and that the husband is to have reasonable visitation rights with said child. That the husband is to pay directly to the wife the sum of One Hundred Forty ($140.00) Dollars per month as child support for the support and maintenance of said minor child.

The parties herto specifically agree to sign all documents, titles and deeds which are necessary to the fulfillment of this agreement and they further agree that this agreement embodies all of the terms and conditions between them and that there are no other representations outside of the terms and conditions between them and that there are no other representations outside of the terms and conditions of this agreement.

IN WITNESS whereof I have hereunto set my hand this the 22 day of July, 1977.

s/ Roger G. Simpkins
ROGER G. SIMPKINS

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Sworn to and subscribed before me this the 25th day of July, 1977.

s/ Richard R. Clark
NOTARY PUBLIC

My commission Expires: 10-31-78

IN WITNESS whereof, I have hereunto set my hand this the 2 day of August, 1977.

s/ Bonnie Lou Simpkins
BONNIE LOU SIMPKINS

Sworn to and subscribed before me this the 2 day of August, 1977.

s/ Robert H. Lewis
NOTARY PUBLIC

My commission Expires: 2-7-79

It is further ORDERED, ADJUDGED AND DECREED that the Defendant, Roger G. Simpkins, shall pay the costs of this cause for all of which, let execution issue, if necessary.

13th day of Dec. 1977

JUDGE

APPROVED FOR ENTRY:

Robert H. Lewis, Attorney for
Bonnie Lou Simpkins

cc: Mr. Richard R. Clark
Attorney at Law
3221 Nolensville Road
[illegible] 37211

December 13, 1977

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BOOK 5237 PAGE 369

IDENTIF. REFERENCE

DEC 28 9 50 AM '77

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

DEC28 MISC B* 8.00 * 8.00

Docket No. 88128 Minute Book 21B page 1443

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* Bonnie Lou Simpkins *Plaintiff, and* Rober G. Simpkins *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* December *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