Aug. 4, 1978
1094/727

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

Map - 52-5
Par 91

PEGGY ANN HUMPRHEY

VS:

JOHNNY HOWARD HUMPHREY

No. 86604

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FINAL DECREE

This Cause came on to be heard on the 24th day of July 1978, before the Honorable Benson Trimble, Judge of the Court Circuit Court for Davidson County, Tennessee, upon the original and amended Complaint of Peggy Ann Humphrey, for an Absolute Divorce, personal service upon the Defendant, Johnny Howard Humphrey, the withdrawal of his Answers, Cross-Complaint, amended and supplemental Cross-Complaint, the placing of the Cause on the Uncontested Docket, the testimony of the Complainant and her corroborating witnesses, the reference to the Property Settlement Agreement, statement of the respective Counsels, and the entire record in this Cause, from all of which the Court is of the opinion that the original Complainant, Peggy Ann Humphrey, should be awarded an Absolute Divorce from the Defendant, Johnny Howard Humphrey, on the grounds of his Cruel and Inhuman Conduct and Treatment toward her as would render cohabitation between the parties, unsafe and improper. The Court is further of the opinion that the Property Settlement Agreement should be approved, except that the Defendant husband continue the ($27.50) dollars weekly alimony payments, along with the ($118.53) dollar monthly auto and insurance note payment as Ordered by the Court in the Pendente Lite Order previously entered in this Cause, until such time as the Defendant complies with the terms and provisions of the subject Property Settlement Agreement between the parties. Otherwise, the subject Property Settlement Agreement is approved, and is to be attached to this Final Decree, and made a part and partial thereof by reference and attachment, as if copied herein, subject to the aforestated payment exceptions.

It Is Therefore, ADJUDGED, ORDERED and DECREED by the Court, that the Complainant, PEGGY ANN HUMPHREY, be and she is hereby granted an Absolute Divorce from the Defendant, JOHNNY HOWARD HUMPHREY, and is restored to all of the rights and privileges of an unmarried person.

It Is Further ADJUDGED, ORDERED and DECREED that the Property Settlement Agreement between the parties to this Cause, entered into on July 13, 1978, is by reference and attachment hereto, hereby ratified and affirmed by the Court as a part and partial of this Final Decree, with the exception that the Defendant

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PROPERTY SETTLEMENT AGREEMENT

This Agreement made and entered into on this 13 day of July, 1978, by and between JOHNNY HOWARD HUMPHREY, hereinafter referred to as "Husband", and PEGGY ANN HUMPHREY, hereinafter referred to as "Wife".

WHEREAS, Husband and Wife were married on July 4, 1953, in Rossville, Georgia, and on or about October 12, 1977, separated and have now lived separate and apart since, and

WHEREAS, certain irreconcilable differences and difficulties have arisen between the parties and they now live separate and apart from each other, and have no expectation of resuming their marital relationship; and

WHEREAS, the Wife has instituted divorce proceedings against Husband in the Fourth Circuit Court for Davidson County, Tennessee, said action being assigned docket number 86604, and the Husband in the same action has similarly instituted a counter-claim for divorce against Wife; and

WHEREAS, Husband and Wife are now owners of real property located at 1016 Redbud Terrace, Madison, Tennessee 37115, as tenants by the entireties and they now desire to enter into this Property Settlement Agreement appertaining to the disposition of their respective right, title and interest in said real property; and

WHEREAS, the Husband and Wife have acquired various and asundry articles of personal property and they now desire to enter into this Property Settlement Agreement appeartaining to the disposition of their respective right, title and interest in said personal property; and

WHEREAS, it is the decision of the Husband and Wife, insofar as they are able, without the concurrence of the Court, to amicably settle their differences with respect to all property rights, both real and personal, support and alimony obligations and to enter into this Property Settlement Agreement for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that this Property Settlement Agreement will be effected with respect to all of their real and personal property, support obligations and other matters of concern.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, Husband and Wife do hereby agree as follows:

1. That both Husband and Wife have given full and mature thought to the making of this Property Settlement Agreement and all of the obligations contained herein, and that each understands that the covenants, agreements and obligations assumed by the other party are assumed with the express understanding and agreement that they are in full and complete satisfaction of all obligations, support or otherwise, which each of the said parties has to the other.

2. Husband agrees that all of his right, title and interest in the following items of personal property shall be divested from him and become the sole and separate property of the Wife:

a. bedroom suite of furniture

b. livingroom suite of furniture

c. household mirrors, pictures and wall plaques

d. Hoover vaccuum cleaner

e. Spice racks, utensils attached thereto & kitchen utensils

f. Dining room set with four (4) chairs

g. black & white television set

h. one (1) vinyl wall cloth

3. Husband agrees that all of his right, title and interest in the 1975 Chrysler Cordoba automobile be divested from him and the said automobile shall become the sole and separate property of the Wife.

4. Wife agrees that upon the date of the execution of this document, she will commence and assume all remaining monthly car note payments owing by the Husband on the 1975 Chrysler Cordoba automobile referred to in paragraph 3 above. Wife further agrees that upon the date of the execution of this document, she will assume and make all automobile insurance premium payments pertaining to the 1975 Chrysler Cordoba automobile. Wife further agrees to save and hold the Husband harmless for any and all car and/or insurance payments which he should be compelled to pay after the date of the execution of this document.

5. Wife hereby agrees that all of her right, title and interest in the real property presently owned by the parties as tenants by the entireties as of record in Deed Book 3101, page 169, Register's Office for Davidson County, Tennessee, located at 1016 Redbud Terrace, Madison, Tennessee, 37115, shall be divested from her and shall be vested solely, and in fee simple absolute, into the Husband. Said property being more specifically described as follows:

> "Land in Davidson County, Tennessee, being Lot No. 13 and the southerly thirty (30) feet of Lot 12, on the plan of Red Bud Terrace, as of record in Book 843, page 41, Registers Office for said County.
>
> Said Lot 13 and part of Lot 12 front together 130 feet on the northwesterly side of Red Bud Terrace and extends back between parallel lines 200 feet to a dead line.
>
> A one-half undivided interest in property including premises was conveyed to George Prince and wife, Etta Prince by deed from Elmo Phillips and wife, dated February 21, 1944, filed February 21, 1944, and recorded in Book 1283, page 129, Register's Office for Davidson County, Tennessee, the said May Etta Prince having since died, and the other one-half undivided interest in property including premises was conveyed to George W. Prince by deed from Hubert W. Prince, et. al., dated January 21, 1950, filed on January 27, 1950, and recorded in Book 1786, page 399, said Register's Office".

Husband agrees to pay to Wife, within 45 days from the date of entry of the Divorce Decree rendered in the case of Peggy Ann Humphrey v. Johnny Howard Humphrey, Fourth Circuit Court for Davidson County, Tennessee, No. 86604, the sum of Eleven thousand, seven hundred, fifty dollars ($11,750.00) for and in consideration of Wife's interest in the real property referred to above, and in full and complete satisfaction of any and all support and/or alimony obligations that may be owed by Husband and Wife.

6. Husband and Wife mutually agree that upon the execution of this document, the Husband's temporary support obligation payments in the amount of Twenty-seven dollars, fifty cents ($27.50) per week shall terminate.

7. Wife agrees that all of her right, title and interest in the following items of personal property shall be divested from her and the same shall become the sole and separate property of the Husband:

a. 1969 Plymouth automobile

b. Dodge Aspen automobile

c. One (1) riding lawnmower

d. Washer & dryer

e. One (1) stove

f. One (1) hide-away bed

g. one-half (1/2) of a bedroom suite

h. One (1) color television set

i. One (1) refrigerator

j. One (1) wall clock

k. Two (2) yellow chairs

8. Husband agrees to pay the Court costs in the parties' divorce action pending in the Fourth Circuit Court for Davidson County, Tennessee, No. 86604.

9. Husband agrees to pay the Wife's attorney of record, James H. Wachter, an attorney's fee of Five hundred dollars ($500.00).

10. It is agreed and understood between the parties that this Property Settlement Agreement is intended to be a complete and final settlement of all property rights, support and/or alimony obligations now existing between the parties, insofar as the parties are able to resolve such questions between themselves without the concurrence of the Court.

11. It is agreed and understood between Husband and Wife that each of them may, from and after the date of this Property Settlement Agreement, and at all times thereafter, purchase, acquire, hold, own, possess, enumber, dispose of and convey any and all classes and kinds of property, both real and personal, as though unmarried and free from consent, joinder or interference of the other party; It being mutually understood that any property of any kind or character hereafter acquired by either party shall be the sole and separate property of the party so acquiring it.

12. It is understood and agreed between Husband and Wife as a part of the consideration for the execution of the Property Settlement Agreement that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Property Settlement Agreement.

12. This Agreement shall be construed in accordance with the laws of the State of Tennessee.

This Agreement is executed on the day and date first written above, and the copy of the same is being retained by both parties.

Johnny Howard Humphrey
JOHNNY HOWARD HUMPHREY

Peggy Ann Humphrey
PEGGY ANN HUMPHREY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, PERRY R. HAPPELL, a Notary Public in and for the aforesaid State and County, the within named Johnny Howard Humphrey, Husband, with whom I am personally acquainted, and who acknowledged that he executed the foregoing Property Settlement Agreement for the purposes contained therein.

Johnny Howard Humphrey
JOHNNY HOWARD HUMPHREY

Sworn to and subscribed before me
this 13th day of July, 1978.

Perry R. Happell
Notary Public

My Commission Expires: 8-29-79

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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Personally appeared before me, J. H. Wachtel, a Notary Public in and for the aforesaid State and County, the within named Peggy Ann Humphrey, Wife, with whom I am personally acquainted, and who acknowledged that he executed the foregoing Proeprty Settlement Agreement for the purposes contained therein.

Peggy Ann Humphrey
PEGGY ANN HUMPHREY

Sworn to and subscribed before me
this 19th day of July, 1978.

J. H. Wachtel
Notary Public

My Commission Expires:

shall continue to make the ($27.50) weekly Alimony and the ($118.53) monthly auto and insurance payments when due, pursuant to the previously entered Pendente Lite Order of this Court, until such time as he has complied with the other terms and provisions of the subject Property Settlement Agreement.

It Is ADJUDGED and ORDERED that the Costs of this Action are taxed to the Defendant for which execution may issue, if necessary.

JUDGE

8 - 4 - 78

APPROVED FOR ENTRY:

JIM H. WACHTER
Attorney for Complainant
400 N. Gallatin Road
Madison, Tennessee 37115

Attorney for the Defendant

I certify that an exact copy of the foregoing Final Decree was handed by me to the Honorable James William Hofstetter, Attorney for the Defendant, on the 31st day of January, 1978.

Attorney at Law

I hereby certify that this is a true copy of original instrument in my office this _____ day of _____ 19____
GEORGE L. ROOKER Clerk

By _____
Deputy Clerk

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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Personally appeared before me, J. H. Wachtel, a Notary Public in and for the aforesaid State and County, the within named Peggy Ann Humphrey, Wife, with whom I am personally acquainted, and who acknowledged that he executed the foregoing Proeprty Settlement Agreement for the purposes contained therein.

Peggy Ann Humphrey
PEGGY ANN HUMPHREY

Sworn to and subscribed before me
this 19th day of July, 1978.

J. H. Wachtel
Notary Public

My Commission Expires:

AUG 22 MISC 8* 18.00 *** 18.00

FELIX Z. HILL REGISTER
DAVIDSON COUNTY, TENN.

AUG 22 3 33 PM '78

IDENTIF. REFERENCE

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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* Peggy Ann Humphrey *Plaintiff, and* Johnny Howard Humphrey *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* 16th *day of* August *in the year one thousand nine hundred and* Seventy-eight *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Dorothy Tarpley, *D. C.*

Form #CR.11