RHJ;jr/mfm

6-19-64

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BILLYE RUTH SQUIRES

VS.

JOHN HAYES SQUIRES

IN THE PROBATE COURT FOR DAVIDSON COUNTY, AT NASHVILLE, TENNESSEE

RULE NO. 43176

# D E C R E E

This cause came on to be heard on this the 19th day of June, 1964, before the Honorable Shelton Luton, Judge of the Probate Court of Davidson County, Tennessee, upon the Complainant's original bill for divorce, personal service of process had on the defendant, the cause being non-contested with oral testimony of Complainant's witnesses in open Court, argument of counsel and the entire record in this cause, and it appearing to the Court that the Defendant has been guilty of such cruel and inhuman treatment towards Complainant as to render further cohabitation unsafe and making it improper for her to be under his dominion and control,

The Court is further of the opinion that Complainant is a fit and proper person to have the custody and control of the minor children of the parties and that Defendant should be charged with the care, support and maintenance of said minor children as set out in a Property Settlement Agreement, which Agreement the Court ratifies and makes a part of a judgment of this Court, said Property Settlement Agreement being in words and figures, as follows:

"PROPERTY SETTLEMENT AGREEMENT

WHEREAS, certain difficulties have arisen between Billye Ruth Squires and her husband, John Hays Squires, relative to their marital relations, and

WHEREAS, the said Billye Ruth Squires has filed a bill for divorce in the Fourth Circuit Court or Probate Court for Davidson County, Tennessee, as a result of said difficulties, and

WHEREAS, there appears no possibility of a reconciliation between the parties, and

WHEREAS, Five (5) children have been born as a result of this union, namely, James David, 20 years, John Grey, 17 years, Thomas William, 15 years, Rollie Joseph, 10 years, Sallie Delores, 8 years, and the parties desire to enter a property agreement and an agreement in regard to the custody and support of said children at this time,

NOW, THEREFORE, for and in consideration herein set out, the parties do enter into this Property agreement and Custody and Support Agreement, on this the 11th day of February, 1964 to settle all disputes as to their respective property rights. It is specifically understood and agreed by both parties hereto, and they have been so advised, that any property, custody and support settlement entered into by and between them is made subject to the approval and ratification by the Court, in the event the Court should see fit to grant a divorce at the hearing of this cause. In the event of such approval and ratification by the Court, the same may be incorporated within the decree.

"Now, Therefore, the parties agree as follows:

That the following property shall be and become the absolute property of John Hays Squires as his sole and absolute property:

(1) 1960 Ford Galaxie automobile
(2) Personal clothing and rifle
(3) All funds and stocks held in his name at the Credit Union for the DuPont Company

It is specifically understood and agreed by the parties that the above listed property shall constitute all the property to be received and held by the said John Hays Squires as his sole and absolute property.

It is further understood and agreed between the parties that the following property shall become the sole and absolute property of the said Billye Ruth Squires:

(1) House and lot located at 915 Beaumont Drive, Madison, Davidson County, Tennessee, said house and lot being more particularly described as follows:

'Being Lot No. 55 on the Plan of Section II, Pleasant Acres, as of record in Book 2133, page 75, Register's Office for Davidson County, Tennessee.
Said Lot No. 55 fronts 77.93 feet on the easterly side of Beaumont Drive and extends back 172.60 feet on the northerly line and 190.10 feet on the southerly line to a rear line and measures 90 feet thereon.
Being a part of the same property conveyed to Melbat Homes, Inc., by deed from Murphree Realty Company, of record in Book 2246, page 301, Register's Office, for Davidson County, Tennessee.
Subject to restrictions of record in Book 2204, page 47; and plan of record in Book 2133, page 75 Register's Office for Davidson County, Tennessee.'

(2) All household furnishings contained in above described premises.

It is further understood and agreed that the husband, John Hays Squires, will pay to his wife, Billye Ruth Squires, the sum of $60.00 per week as child support,said payments to begin 12th day of February, 1964, and to continue each and every week thereafter until all of said minor children reach majority (21 years of age) or all of said children are married.

It is further understood and agreed by the parties hereto that the wife will pay the fee of her Solicitor of record and the defendant will pay all proper Court costs.

It is understood and agreed by the parties hereto that this instrument has been signed by their own free will and the same is made subject to the approval and ratification of the Court and may be incorporated in the decree in the event such divorce is granted, and upon proper application by either party the amount of child support may be changed by the Court.

S/ John H. Squires

S/ Robert H. Jennings, Jr.
Solicitor for Complainant"

S/ Billye Ruth Squires

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IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the Complainant herein, Billye Ruth Squires, be and she is hereby granted an absolute divorce from the Defendant, John Hays Squires, and restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Complainant be awarded the Custody and control of the minor children of the parties and the defendant be and is hereby charged with their care, support and maintenance.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Property Settlement Agreement above set out be and is hereby made a part of the Court's decree.

The costs of this cause are taxed against the Defendant, for all of which execution may issue, if necessary.

SEP-8[illegible] MISC B* 6.00 * 6.00

Shelton Tator

JUDGE

APPROVED FOR ENTRY:

Robert L. Cummings

Solicitor for Complainant

IDENTIFICATION REFERENCE

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PEGGY 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~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Billye Ruth Squires *Plaintiff, and* John Hayes Squires *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* 9th *day of* September *in the year one thousand nine hundred and* Seventy-Eighth *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

*By* Barbara Eddings, *D. C.*

Form #GR-117