12-28-79

02/05 8.00- CASH

BOOK 5392 PAGE 305 238/1621

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Map 95-8
Par 16 Is

GAIL LEE (PETKER) HEWITT	X	
	X	
vs	X	NO. 93101
	X	
DEWEY EDWARD HEWITT	X	

FINAL DECREE

This cause came to be heard on the 11th day of December, 1978, in the Sixth Circuit Court for Davidson County, Tennessee, the Honorable James M. Swiggart, Judge, presiding; upon complainant's original bill for an absolute divorce, original complaint being amended by Oral motion of counsel to irreconcilable differences, which motion was granted by said Court, a Property Settlement Agreement between the parties, complainant's testimony, and the whole record in this cause; from all of which the Court finds that the complainant should be awarded an absolute divorce from the defendant on the grounds of irreconcilable differences, that the costs of this cause be adjudged against the defendant; and, that the Property Settlement Agreement presented to the Court is hereby approved by the Court and is in words and figures as follows:

"PROPERTY SETTLEMENT AGREEMENT"

This agreement made and entered into this the 21st day of August, 1978, by and between Gail Lee (Petker) Hewitt hereinafter called the plaintif and Dewey Edward Hewitt, hereinafter called the defendant.

WITNESSETH

Whereas, there is now pending in the Circuit Court for Davidson County, Tennessee, a case wherein the plaintiff is seeking an absolute divorce from the defendant and the parties are desirous of settling certain issues and controversies of this case relating to a division of all property.

Now, therefore, the plaintiff and defendant, as evidence by their respective signatures hereto, do hereby agree as follows:

1. The parties hereto have two minor children born of this marriage, Dewey Edward Hewitt Jr., and Virginia Ann Hewitt. The parties agree that the wife is a fit and proper person to have absolute custody of the minor children, therefore it is agreed that the wife shall have custody of said minor children and that the husband shall have reasonable visitation rights with said children.

2. The husband agrees to pay to the wife, as child support, for said minor children the sum of fifty dollars ($50.00) per week, said payment to be made each and every week to the Circuit Court Clerks Office for Davidson County, Tennessee.

3. The plaintiff shall retain possession of and be vested with absolute title in fee simple to the house and lot located at 257 McGavock Pike, Nashville Tennessee. The defendants rights in said property shall be divested and all rights of the defendant shall be vested in the plaintiff. The defendant shall execute the necessary documentation to transfer said house and lot to the plaintiff absolutely and in fee simple. The plaintiff shall be responsible for the mortgage payments on said property.

4. It is agreed that the plaintiff shall retain possession of and have absolute title to the 1970 Volkswagon automobile and that the defendant shall execute the necessary documentation to divest defendant of any claim or ownership in said automobile and to vest title absolutely in the plaintiff.

5. It is agreed between the plaintiff and the defendant that the plaintiff shall retain possession of and have absolute title to all the furniture and appliances, cooking utensils and bedding located in the house at 257 McGavock Pike, Nashville, Davidson County Tennessee.

6. It is agreed between the plaintiff and the defendant that the defendant shall retain possession of and have absolute title to the Dodge pickup truck. It is also agreed that the plaintiff shall execute the necessary documentation to divest plaintiff to any interest in said truck and to vest absolute title in the defendant. The defendant agrees to assume and be responsible for the balance due and owed on the Dodge pickup truck said payments to be made to GMAC.

7. It is agreed between the plaintiff and defendant that any charges made or bills incurred subsequent to August 1, 1978, be either the

plaintiff or the defendant without the permission of or signed authorization of the other party shall be the absolute responsibility of the party making the charge or incurring said debt. It is further agreed the charges made and debts incurred on behalf of the defendant without the signature of the plaintiff such debts made prior to August 1, 1978 shall be the responsibility of the defendant.

8. Should there be a debt or claim or judgment upon a bill or debt incurred since August 1, 1978, the person causing the charge to be made shall agree to indemnify the other party against any damage or loss of money resulting from said debt or judgment on a debt for which the person charged was responsible for the making thereof.

9. The defendant agrees to pay attorney's fees in the amount of two hundred seventy five dollars ($275.00) to the attorney of record, John A. Wade, 2525 Lebanon Road, Nashville, Davidson County, Tennessee for the filing and execution of this document and to be responsible for the payment of the cost of this cause.

Witness our hands on this date set forth below.

s/ Gail Lee Petker Hewitt
GAIL LEE (PETKER) HEWITT

s/ Dewey Edward Hewitt
DEWEY EDWARD HEWITT

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Sworn to and subscribed before me on the 21st day of August, 1978.

s/ John A. Wade
NOTARY PUBLIC

MY COMMISSION EXPIRES: 3-1-1980

It is therefore ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore subsisting by and between the parties are perpetually dissolved and that the complainant is awarded an absolute divorce and restored to all the rights and privileges of an unmarried person on the grounds of irreconcilable differences, and, that the costs of this cause are ADJUDGED against the defendant, for all of which let execution issue if necessary.

It is further ORDERED, ADJUDGED and DECREED by the Court that the Property Settlement Agreement set forth above is in all things ratified and approved by the Court and in order to properly enforce each and every provision of said agreement, the same is ADJUDGED and DECREED as though DECREED separately.

ENTERED THIS _____ DAY OF _____, 1978.

s/ J. M. Swiggart
JAMES M. SWIGGART, JUDGE

APPROVED FOR ENTRY:

_____
JOHN A. WADE, Attorney for Complainant

F. I. 2.7.5.8.
IDENTIF. REFERENCE
FEB 6 11 01 AM '79
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

CERTIFICATE

I certify that I have mailed a copy of this Final Decree to the defendant, Dewey Edward Hewitt, 4213 State Street, Apartment A, Santa Barbara, California, 93110.

_____
JOHN A. WADE

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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* Barb Lee (Petker) Hewitt *Plaintiff, and* Dewey Edward Hewett *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* 5th *day of* Feb *in the year one thousand nine hundred and* 79 *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L. Dyer, *D. C.*

Form #GR-117