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IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JUDY THOMAS SWINDLE,

Plaintiff

VS. #90363

CHARLES THOMAS SWINDLE,

Defendant

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NO. 90363
Minute Book 37B
page 836

ORDER

This cause came on to be heard on the 6th day of December, 1978, before The Honorable Steve North, Judge of the Fifth Circuit Court of Davidson County, Tennessee. Now, based upon the pleadings, the testimony of the parties and witnesses, statements of counsel and the entire record in this cause, it appears to the Court that the Plaintiff should be awarded a decree of absolute divorce from the bonds of matrimony with the Defendant, on the grounds of cruel and inhuman treatment. Therefore, it is

ORDERED, ADJUDGED and DECREED that the Plaintiff, JUDY THOMAS SWINDLE be absolutely divorced from the bonds of matrimony with the Defendat, CHARLES THOMAS SWINDLE on the grounds that the Defendant has been guilty of such cruel and inhuman treatment as makes it unsafe and/or improper for the Plaintiff to further cohabit with him. It is further,

ORDERED, ADJUDGED and DECREED that the Plaintiff shall have custody of the minor children of the Parties, subject to the reasonable rights of visitation of the Defendant, and the Defendant Defendant is ordered to pay to the Plaintiff one-third of his net earned income, net income for purposes of this Decree being defined as gross income less any amounts withheld for social security and/or Federal income tax purposes, subject to a minimum payment of $200.00 per month and a maximum payment of $600.00 per month as child support. It is further,

ORDERED, ADJUDGED and DECREED that the Plaintiff is awarded all right, title and interest in the following described real property of the parties, and all the right, title and interest of the Defendant in said property is divested out of him and vested in the Plaintiff:

> Land in Davidson County, Tennessee, being Tract 6 on an unrecorded plat by Donald R. Carver, Surveyor, Lic. No. 271, dated August 21, 1975, and being more particularly described as follows:
> Beginning at a point 51.95 feet east of the southwest corner of a tract of land conveyed to Goodlettsville Construction Compan, Inc, by deed of record in Book 4756, page 339, Register's Office for Davidson County, Tennessee, which is the southwest corner of said Tract 6; being on the northerly margin of Brick Church Pike; thence N 11° 40' 40" West 740.00 feet to a point; thence S 85° 21' 55" E 165.50 feet to a point; thence S 11° 40' 43" E 740.00 feet to a point on the northerly margin of Brick Church Pike; thence along said margin N 85° 21' 50" West 165.00 feet to the point of beginning, containing 3.0 acres, more less.
> Being the same property conveyed to Charles Thomas Swindle and wife, Judy T. Swindle by deed from Goodlettsville Construction Company, Inc. of record in Book 4957, page 670, Register's Office for Davidson County, Tennessee.

It is further,

ORDERED, ADJUDGED and DECREED that the Plaintiff be awarded all the household goods and furniture of the parties, the tractor, the horses and horse trailer and all accessories pertaining thereto, a Remington 1100 12-guage shotgun, a Remington 1100 20-guage shotgun, and the 1977 Chevrolet Blazer. It is further,

ORDERED, ADJUDGED and DECREED that the Defendant be awarded all his interest in the stock of Fluffo Mop Company, all his interest in L & D Corporation and Nixon Swindle Enterprises. The Defendant is further awarded all interest in the 1976 36-foot Gibson houseboat, all other guns and shooting equipment owned by the parties. It is further,

ORDERED, ADJUDGED and DECREED that the Defendant shall pay a note to First Tennessee Bank in the approximate amount of $10,200.00, the indebtedness to the Internal Revenue Service in the approximate amount of $8,000.00, and the credit card indebtedness of the parties amounting to approximately $1,500.00. The Defendant is ordered to forever hold harmless the Plaintiff from any liability on account of any of the above stated indebtedness. It is further,

ORDERED, ADJUDGED and DECREED that the Plaintiff assume the responsibility for payment of the first mortgage in the approximate amount of $37,000.00 owed on the real estate hereby vested in her, and that she shall forever hold harmless the Defendant from any liability for said mortgage indebtedness, and the Defendant shall forever hold Plaintiff harmless from any liability arising from his ownership in the Fluffo Mop Company, L & D Corporation, and Nixon-Swindle Enterprises.

The costs of this cause are assessed against the Defendant, for which let execution issue if necessary.

Ordered this 23rd day of January, 1979, at Nashville, Tennessee.

CIRCUIT JUDGE

Approved for Entry:

DOUGLAS R. BERRY, Attorney for Plaintiff

THOMAS M. BLACK, Attorney for Defendant

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IDENTIF. REFERENCE

APR 2 11 42 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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* Judy Thomas Swindle *Plaintiff, and* Charles Thomas Swindle *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* 8th *day of* February *in the year one thousand nine hundred and* seventy-nine *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*

Form #GR-117