11-9-77
143 BK 1580

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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Map 51-11
Par 16 Is

JAMES MURRAY WEBB, SR.,

Plaintiff,

VS.

JUDITH LYLE WEBB,

Defendant.

NO. 87624

RUSH

IDENTIF. REFERENCE

Jul 31 10 10 AM '80

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

F 99996

FINAL DIVORCE DECREE

This cause came on to be heard on the 18th day of October, 1977, before the Honorable J. William Rutherford, Judge of the First Circuit Court, upon the pleadings filed in this cause, oral testimony of the plaintiff, the written property settlement agreement, statements of counsel and upon the entire record, from all of which the Court finds that the differences between the Parties are irreconcilable so as to constitute grounds for divorce and that the separation Agreement entered into by the parties on 13th day of August, 1977, is a fair and just settlement of the property matters between the parties and that the Agreement adequately provides for the support and maintenance of their minor children.

It is, therefore, ORDERED, ADJUDGED and DECREED, that the plaintiff, James Murray Webb, Sr., be, and hereby is, granted an absolute divorce from the defendant, Judith Lyle Webb, and is restored to all the rights and privileges of an unmarried person.

It is further ORDERED, that the defendant shall have custody of the parties minor children and that the plaintiff shall have reasonable visitation rights.

It is further ORDERED, that the property settlement Agreement be approved and ratified and is fully incorporated in this decree with its terms and conditions as follows:

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AGREEMENT

THIS AGREEMENT, entered into this 13th day of Aug, 1977, by and between JAMES MURRAY WEBB, SR. (hereinafter referred to as "HUSBAND") and JUDITH LYLE WEBB (hereinafter referred to as "WIFE"):

WITNESSETH:

WHEREAS, the parties were married on August 23, 1962, at Lafayette, Georgia; and

WHEREAS, two (2) children have been born to this marriage, to wit: James M. Webb, Jr., age 12, and Kristin Denise Webb, age 8; and

WHEREAS, certain irreconcilable differences have arisen between the parties and they have been living separate and apart since January, 1977; and

WHEREAS, husband has filed a Complaint for Absolute Divorce in the Circuit Court of Davidson County, Tennessee; and

WHEREAS, the parties have mutually agreed to the division of their property, custody and visitation of their minor children and other matters more fully set out herein;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

1. Custody. The parties agree that they shall have joint custody of the two (2) minor children, but it is understood and agreed that the domicile of the children shall be with the wife and that husband shall have reasonable general rights of visitation.

2. Automobiles. The parties agree that the wife shall be entitled to the 1975 Buick automobile and that husband shall have title to all other vehicles.

3. Household Furnishings and Personal Property. The parties agree that they have divided the furniture, household items and personal property which they have owned. Each party shall be entitled to keep as their sole and separate property the personal property which is in their possession.

4. Real Estate. The parties agree that the wife shall have sole and exclusive title to the residence located at 520 Freda Villa, Madison, Tennessee 37115, and it is understood that she will make all payments for mortgages, taxes, insurance, and maintenance on said house. Husband expressly waives any claim to equity in said house.

5. Insurance. Husband agrees to maintain health and accident insurance for the benefit of the two (2) minor children and husband will pay all medical and dental bills in excess of the coverage of such insurance for the children.

6. Child Support. Additionally, husband agrees to pay wife the sum of Two Hundred Dollars ($200.00) per month for the care, maintenance and education of the two minor children until they reach the age of eighteen (18).

7. Periodic Alimony. Husband agrees to pay the wife the sum of Four Hundred Dollars ($400.00) per month for one hundred and twenty-six (126) months, provided, however, that these payments shall cease upon the death of either party, the re-marriage of the wife, and, further, that they may be altered if there is a change in the economic status of either party.

8. Incorporation. It is agreed that, subject to the approval of the Court, the matters covered by this Agreement shall be incorporated in any decree granting a divorce to either of the parties.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on this the day and date first above written at Nashville, Tennessee.

HUSBAND _____
JAMES MURRAY WEBB, SR.

WIFE _____
JUDITH LYLE WEBB

The plaintiff will pay the costs of this cause for which execution may issue, if necessary.

J. WILLIAM RUTHERFORD
CIRCUIT JUDGE
11-9-77

APPROVED FOR ENTRY:

JOHN E. BUFFALOE, JR.
Attorney for the Plaintiff
911 J. C. Bradford Bldg.
Nashville, Tennessee 37219
Phone: 615-256-2355

XC: MS. JUDITH LYLE WEBB
520 Freda Villa
Madison, Tennessee 37115

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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* JAMES MURRAY WEBB, SR. *Plaintiff, and* JUDITH LYLE WEBB *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* 31st *day of* JULY *in the year one thousand nine hundred and* EIGHTY *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Larry D. Woolman *D. C.*