7-10-80
26C/2014

IN THE SIXTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

Map 85-15
Par 2 aE

SALLY WILLIAMS FYKE :

vs. : No. 92939

HENRY CLINTON FYKE :

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FINAL DECREE

This cause came on to be heard this 25th day of June, 1980 before the Honorable James M. Swiggart, Judge of the Sixth Circuit Court of Davidson County, Tennessee, upon original complaint for absolute divorce filed by Sally Williams Fyke, Amended and Supplemental Complaint, and after testimony of the complainant, the Court was of the opinion that the parties have irreconcilable differences and further, that the agreement entered into by and between the parties should be approved and made a part of this Final Decree. It is therefore

ORDERED by the Court that Complainant, Sally Williams Fyke, be and she is hereby granted an absolute divorce. It is further

ORDERED by the Court that the Property Settlement Agreement entered into by and between the parties should be approved and made a part of this Final Decree which agreement reads in words and figures as follows:

1. Husband and wife shall have joint care, custody and control of the two (2) minor children of the parties, Scott and Karen Fyke, with one or both of said children to live with Husband during the months of each year when school is regularly in session and, if either or both of said children desires, with the wife during the summer months when school is not regularly in session. Husband and wife may mutually agree on other acceptable living schedules for Scott and Karen, that would be in the best interests of the said children, with consideration given to the input of each child with regard to such child's desires concerning any such living arrangements. Such input from the said children shall be only advisory, the parties actually doing what shall be in the best

interests of their children. Husband and wife shall consult with each other frequently concerning the welfare of the said children with a view to continuing a harmonious policy calculated to promote the best interests of the said children. No major decision affecting the said children shall be made by the party having physical control without the advice and consent of the other party. Each party shall have reasonable visitation rights with the said minor children while either or both of said children are living with the other party.

2. Husband shall pay to wife the sum of Twenty and 00/100 ($20.00) a week for each said minor child who is living with wife, for the support and maintenance of such child or children, but only during such periods of time that said child, or children, for whom such support payments are to be made actually lives with the Wife. Visitation periods with the Wife are not to be construed as periods of living with the Wife for purposes of determining when such support payments are to be made by the Husband. The child support obligations for both minor children of the parties shall terminate as each child attains the age of eighteen (18) years, marries or otherwise becomes self supporting, whichever occurs first.

3. The party hereto who provides more than one-half (1/2) of the support and maintenance for a minor child of the parties in any calendar year shall be allowed to claim such child, or children, for all income tax purposes, including dependent exemptions, for that year.

4. Husband will keep in full force and effect the hospitalization insurance that he now has, through his employment, on his minor children until each such child attains the age of eighteen (18) years.

5. Husband will keep in full force and effect the life insurance that he now has in effect on his life, through his employment, with the minor children of the parties as beneficiaries, until the youngest child attains age eighteen (18).

6. Husband and wife agree that the house and lot, or homeplace, located at 223 Walcott Drive, Nashville, Davidson County, Tennessee, shall, as a result of the final hearing in this cause, be vested in the parties as equal tenants in common until such time as the first mortgage indebtedness is paid in full, or until the youngest child of

the parties, Karen, attains the age of eighteen (18) years, whichever event occurs first. Upon the first mortgage indebtedness being paid off in full or upon the youngest child of the parties, Karen, attaining the age of eighteen (18) years, whichever event occurs first, the said real estate will be sold, at its fair market value, and the net proceeds shall be split equally between Husband and Wife. The parties hereto may mutually agree to sell the said real estate prior to the above stated times if they so desire. Husband shall be allowed to occupy the house on the said premises and make his home there, and, for so long as he does occupy the said premises as his home, he shall be responsible for making the first mortgage installment payments each month.

7. Wife shall retain all right, title and interest in and to the household furniture, furnishings and effects, as well as her personal belongings, that she now has in her possession. In addition, all right, title and interest in and to the china press, small table, oak table and a chair, antique bedroom suite, and the piano, shall be vested solely in the wife. Husband shall be vested with all right, title and interest in and to all of the household furniture, furnishings fixtures, as well as his personal belongings, that he now has in his possession. Wife agrees to allow Husband a liberal amount of time to obtain another bedroom suite before she takes physical possession of the antique bedroom suite.

8. Husband will pay the balances owing, as of April 1, 1980, on the accounts with Castner-Knott, Sears and Mastercharge.

9. All right, title and interest in and to the 1973 Dodge Dart automobile shall be vested solely in the wife and she shall be responsible for payment of any indebtedness secured by same and hold husband harmless therefor.

10. All right, title and interest in and to the 1973 Chevrolet Malibu automobile shall be vested solely in the Husband and he shall be responsible for payment of any indebtedness secured by same and hold Husband harmless therefor.

11. Husband and wife agree to pay their own respective attorney's fees and also to divide payment of the Court costs in this cause equally between them.

12. The parties hereto further agree to execute any and all instruments, documents, titles and covenants or deeds necessary to carry out the full purpose and intent of this Agreement.

13. This Agreement shall be exhibited to the Court at the final hearing of this cause and shall be incorporated to the extent that it is approved by the Court in any Final Decree of divorce which may entered hereafter in this cause.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and date first above written.

/s/ Sally Williams Fyke
SALLY WILLIAMS FYKE

/s/ Pam L. Hazelwood
WITNESS

/s/ Henry Clinton Fyke
HENRY CLINTON FYKE

/s/ Kay P. Cooper
WITNESS

It is further ORDERED by the Court that the property described in paragraph six (6) of the Agreement previously owned by the parties as tenants by the entirety and now owned by the parties as tenants in common is described in words and figures as follows:

Being Lot No. 36 on the Plan of Stanford Country Club Estates, Section I, as of record in Book 2900, page 50, Register's Office for said County.
Said Lot No. 36 is described as follows: Beginning at a point in the westerly margin of Jenry Drive, at the corner of Lots Nos. 36 and 37; thence with the line between said lots, northwesterly 142.73 feet to the line of Lot No. 35; thence with the line between Lots Nos. 35 and 36, southwesterly 122.52 feet to the northerly margin of Walcott Drive; thence with the margin of said Drive, southeasterly 92 feet to the beginning of a curve; thence around said curve, easterly 40.38 feet to the westerly margin of Jenry Drive; thence with the margin of said Drive, northeasterly 118.61 feet to the point of beginning.
Being part of the property conveyed to Henry C. Fyke and wife, Sally W. Fyke by deed from Brentwood Homes, Inc., a Tennessee Corporation, as of record in Book 3061, page 473, said Register's Office.

ENTER this 10th day of July, 1980.

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/s/ J. M. Swiggart
JUDGE

APPROVED FOR ENTRY:

/s/ Jack A. Butler
JACK A. BUTLER
Attorney for Plaintiff

C. ALAN LANCASTER
Attorney for Defendant

IDENTIF. REFERENCE
SEP 12 9 14 AM '80
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

G07406

CERTIFICATE OF SERVICE

I hereby certify that I have mailed an exact copy of the foregoing Final Decree to C. Alan Lancaster, Attorney, Suite 100, 4207 Lebanon Road, Hermitage, Tennessee 37076 this 10th day of July, 1980.

/s/ Jack A. Butler
JACK A. BUTLER

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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* ~~xxxxxxxxxxxx~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Sally Williams Fyke *Plaintiff, and* Henry Clinton Fyke *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* 26th *day of* August *in the year one thousand nine hundred and* Eighty *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Virginia Hutchison, D. C.

Form #GR-117