7-10-7

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82A/20

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

BARBARA OTHELLAR (PARHAM) HINES)
)
VS.) NO. 68798
)
JOHN MEREDITH HINES)

M 105-10 p 33
M 92-5-p 290
M 92-5-p 290.1
M 105-6-p 190
M 72-10-p 131

S.T.

FINAL DECREE

This cause came on to be heard on the 29th day of June, 1973, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original bill of complaint, pro confesso, oral testimony of complainant and corroborating witnesses in open Court, an additional testimony by deposition, Property Settlement Agreement and upon the entire record in this cause, from all of which it appears to the satisfaction of the Court that the allegations contained in the original bill have been fully sustained by the proof; that is, that the defendant has been guilty of such cruel and inhuman treatment or conduct as renders further cohabitation unsafe and improper.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the complainant, Barbara Othellar (Parham) Hines, be and is hereby granted an absolute divorce from the defendant, John Meredith Hines, and is restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the complainant, Barbara Othellar (Parham) Hines, be and is hereby granted complete custody and control of the minor child of the parties, to-wit: Yolanda Renee Hines, with such reasonable rights of visitation in the said John Meredith Hines.

It further appeared to the Court that the parties had executed a Property Settlement Agreement which appeared to be equitable and fair and is approved by the Court and is as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT entered into this the 29th day of June, 1973, by and between BARBARA OTHELLAR (PARHAM) HINES and JOHN MEREDITH HINES,

W I T N E S S E T H :

WHEREAS, the parties are now married, each to the other, and Barbara Othellar (Parham) Hines has instituted in the Fourth Circuit Court of Davidson County, Tennessee, an action for divorce against John Meredith Hines, being Rule No. 68798 on the records of said court; and,

WHEREAS the partiss agree that it would be to their mutual interest to determine and agree upon the distribution of the property, both real and personal, held by either of them, or as tenants by the entireties, and to agree upon the custody and support of the minor child of the parties in the event that the said Fourth Circuit Court of Davidson County, Tennessee should grant to the said Barbara Othellar (Parham) Hines a divorce from the said John Meredith Hines, said property settlement agreement being subject to the approval of said Court, it is, therefore, agreed by and between the parties as follows:

1. That John M. Hines and wife, Barbara O Hines own a certain parcel of land located at 2819 Bronte, Nashville, Davidson County, Tennessee, and more particularly described as follows:

Being Lot No. 20 on the Map of Dugger Bros. Subdivision of the Rucker Lands, as of record in Book 1130, page 20, Register's Office for said County.

Said Lot No. 20 fronts 60 feet on the westerly side of Bronte Avenue and runs back between lines, 147 feet on the northerly line and 143.8 feet on the southerly line, to a dead line in the rear on which it measures 60.4 feet.

Being the same property conveyed to James R. Tood, Jr. and wife, Fredericka C. Todd by deed from Margaret Lucille Osment Denny of record in Book 4185, page 607 Register's Office for Davidson County.

It is agreed and understood that the escrow account in connection with the aforesaid indebtedness is hereby transferred to said purchasers. Insurance on said property is transferred to said purchasers.

It is agreed between the parties that John Meredith Hines shall, upon the granting to Barbara Othellar (Parham) Hines of a divorce in the above styled cause, and the approval of this agreement by the Court, convey to Barbara Othellar (Parham) Hines, by warranty deed, free and unencumbered, said property.

2. It is further agreed by and between the parties that Barbara Othellar (Parham) Hines shall have the care and custody of the minor child of the parties with such reasonable rights of visitation in the said John Meredith Hines.

3. It is further agreed by and between the parties that the said John Meredith Hines, shall be responsible for making the house payments, taxes on the house and insurance on the house, and in addition thereto, he shall pay the utility bills.

4. It is further agreed by and between the parties that the said John Meredith Hines shall be responsible for the medical, dental and clothing bills for the minor child of the parties, to-wit: Yolanda Renee Hines.

5. It is further agreed by and between the parties that Barbara Othellar (Parham) Hines shall be responsible for making the car payments on her own car.

6. It is further agreed by and between the parties that the real property located at 1908 Beach Avenue, Nashville, Tennessee, 806-32nd Avenue North, Nashville, Tennessee, 808-32nd Avenue North, Nashville, Tennessee and 750 Alloways Street, Nashville, Davidson County, Tennessee, shall be changed from both names, to-wit: Barbara Othellar Hines and John Meredith Hines to the name of John Meredith Hines only.

7. It is further agreed that this property settlement agreement may be made a part of the decree of the Court in the event that a divorce may be granted to the said Barbara Othellar (Parham) Hines from John Meredith Hines, as aforesaid.

This the 29th day of June, 1973.

/s/ JOHN MEREDITH HINES

/s/ BARBARA OTHELLAR (PARHAM) HI ES

/s/ Yvonne H. Goudy

/s/ J. William Rutherford

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that both parties hereto are ordered to execute any necessary agreements including deeds to perfect the agreements of the Property Settlement Agreement pertaining to the real estate.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the defendant, John Meredith Hines, pay the sum of $500.00 to J. William Rutherford as an additional fee in this cause.

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

JUDGE

APPROVED FOR ENTRY:

J. WILLIAM RUTHERFORD
Attorney for Complainant

JUL 10 1973

cc: Mr. John Meredith Hines

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IDENTIF. REFERENCE

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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~~ true copy *transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* BARBARA OTHELLAR (PARHAM) HINES *Plaintiff, and* JOHN MEREDITH HINES *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* October *in the year one thousand nine hundred and* eighty *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By J. Knight, *D. C.*

Form #GR-117