7-2-76 Rec'd 1924

IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

JOYCE ANN MCNEIL JUDKINS)
)
VS.) File No. 82387
)
TED ALAN JUDKINS)

72-13
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FINAL DECREE

This cause came on to be heard on the 1st day of September, 1976, before the Honorable William Rutherford, Judge of the First Circuit Court of Davidson County, Tennessee, upon the complaint of Joyce Ann McNeil Judkins; and upon defendant's failure to answer as provided by law a judgment by default was entered against him; and upon testimony of Joyce Ann McNeil Judkins and two witnesses in open court and the appearance of Ted Alan Judkins by and through his attorney, Honorable Ed Gross, along with the statement of counsel, from all of which the Court is of the opinion that the complaint of Joyce Ann McNeil Judkins is well taken and the relief sought should be granted.

In addition, an agreement entered into between the parties on _____, 1976 is approved by the Court and is as follows:

> THIS SEPARATION AGREEMENT, made and entered into on this the _____ day of _____, 1976, by and between, JOYCE ANN MCNEIL JUDKINS, party of the first part, hereinafter called "wife", and TED ALAN JUDKINS, party of the second part, hereinafter called "husband".
>
> WITNESSETH:
>
> WHEREAS, the parties hereto were married on the 10th day of October, 1969, and that three children, Stacy Dawn Judkins, age 6, Kristin Dee Judkins, age 5, and Erin Denise Judkins, age 2, were born of this marriage; and
>
> WHEREAS, unfortunate differences arose between the parties, and it appearing necessary to the health and happiness of both that they should separate and live separate and apart, and the parties separated on the 29th day of February, 1976, at which time they agreed to live separately and apart for the rest of their

lives, and

WHEREAS, the parties desire to confirm their separation and make arrangments in consideration therewith, including the settlement of their property rights, and other rights, and obligations growing out of the marriage relation between them;

NOW THEREFORE, it is mutually agreed between Husband and Wife as follows:

1. The consideration for this agreement is the mutual promises and agreements herein contained.

2. It shall be lawful for each party at all times to live separate and apart from the other party at such place or places as he or she may from time to time choose or deem fit; the separation having commenced on the 29th day of February, 1976.

3. Each party shall be free from interference authority and control, direct or indirect, by the other as fully as if she or he were single and unmarried. Neither shall molest the other or compel or endeavor to compel the other to cohabit or dwell with him or her.

4. Subject to the provisions of this agreement each party has released and discharged, and by this agreement does for himself or herself and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other from all cause of action, claim, rights or demands whatsoever in law or equity, which either of the parties had or has, against the other, such as accrue under this contract and any and all causes of action for divorce.

5. All personal property now in the possession of the wife shall be hers except personal clothing or personal items belonging to the husband. The General Hospital Credit Union loan shall be paid by the wife. All other debts in which the parties are jointly liable shall be paid by the husband, except the house note and utilities shall be paid by the wife from the date of divorce.

6. The husband and wife own a house and lot of land located at 937 McClurkin Avenue, Nashville, Tennessee, and is the same real estate which the parties purchased from James T. McCord and Margaret McCord Allen dated September 25, 1975, and which is recorded in Book 4957, Page 521, in the Register's Office of Davidson County, Tennessee. This property is presently subject to a deed of trust to P.E. Davis, Trustee of Nashville, Tennessee. The approximate unpaid balance $21,800.00, twenty-one thousand eight hundred dollars. The husband agrees to execute a deed for any and all interest in said house to the wife. The wife shall assume and be fully responsible for and pay the said mortgage to the mortgage holder

according to the terms and conditions until it is paid in full, holding the husband harmless for said mortgage.

7. The wife expressly waives all rights to present and future alimony or support payments for herself, other than what might be construed as such in this agreement.

8. From and after the date of this agreement neither the husband or wife shall incur any obligations in the name of the other party.

9. It is agreed that the said wife shall have the exclusive custody, supervision, care and control of said children born of this marriage, free from all interference of said husband, other than set out hereinbelow and that she will be responsible for the support of said children. It is agreed that the husband will be able to visit with the said children at reasonable times and hours, specifically every other weekend from 6:00 p.m. on Friday until 6:00 p.m. on Sundays. The husband shall have the children for a three (3) week period during the summer, either the months of May, June, or July in order to take the children on a vacation. However, it is expressly agreed that the husband give the wife three (3) months written notice of which period of time that he desires to take said children on said vacation.

The husband will be required to pay $52.00 per week for the support of his children, beginning immediately.

10. The husband acknowledged that the provisions of this agreement are adequate and satisfactory to him. The husband therefore accepts these provisions in full and in final settlement and satisfaction of all claims and demands. He acknowledges that the transfers, conveyances, covenants and commitments made in said Agreement are in satisfaction of all claims and demands for alimony by wife and for any provisions for support and maintenance for her. He recognizes said provisions fully discharge him from all such claims and demands except as provided in this agreement.

11. Nothing herein contained shall be deemed to prevent either of the parties from maintaining a suit for an absolute divorce against the other in any jurisdiction; provided, however the terms of this Agreement might be incorporated into any divorce decree.

12. The husband shall pay the attorney's fee of the wife, in the amount of two hundred and fifty dollars ($250.00) being the fee for the action filed and its litigation in the Circuit Court of Davidson County, Tennessee.

13. The agreement shall be construed and governed according to the laws of the State of Tennessee.

14. If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

15. Either party may bring an appropriate action to enforce the provisions of this agreement; however, in the event either of the parties shall fail to abide by the terms of this agreement, the other party shall be free to institute such legal proceedings as shall be appropriate to enforce his or her rights.

16. Except as otherwise stated herein all of the provisions of this agreement shall be binding upon the respective parties, next of kin, executors and administrators of the parties.

IN WITNESS WHEREOF, the parties have signed, sealed, and acknowledged this agreement in duplicate originals.

s/ Joyce Ann McNeil Judkins

s/ Ted Alan Judkins

It is, therefore, ORDERED, ADJUDGED, and DECREED that Joyce Ann McNeil Judkins be and she is hereby granted an absolute divorce from Ted Alan Judkins on the grounds of cruel and inhuman treatment or conduct towards him so as to render further co-habitation unsafe and improper.

It is further ORDERED, ADJUDGED, and DECREED that exclusive custody of the parties' three minor children, Stacy Dawn Judkins, Kristin Dee Judkins, and Erin Denise Judkins is granted to Joyce Ann McNeil Judkins with leave granted to Ted Alan Judkins to visit with the said children at reasonable times and hours, specifically every other weekend from 6:00 p.m. on Friday until 6:00 p.m. on Sundays. Ted Alan Judkins shall have the children for a three week period during the summer, either the months of May, June, or July in order to take the children on a vacation. However, Ted Alan Judkins shall give the wife three months written notice of which period of time he desires to take said children of said vacation.

It is further ORDERED, ADJUDGED, and DECREED that Ted Alan Judkins shall pay fifty-two dollars ($52.00) per week for

the support of his children, beginning immediately.

It is further ORDERED, ADJUDGED, and DECREED that all personal property now in the possession of Joyce Ann McNeil Judkins shall be hers except personal clothing or personal items belonging to the husband. The General Hospital Credit Union loan shall be paid by Joyce Ann McNeil Judkins. All other debts in which the parties are jointly liable shall be paid by Ted Alan Judkins, except the house note and utilities shall be paid by Joyce Ann McNeil Judkins after thirty days from the entry of this order.

It is further ORDERED, ADJUDGED, and DECREED that all title and interest in the house and land of the parties located at 937 McClurkin Avenue, Nashville, Tennessee, recorded in Book 4957, Page 521, in the Register's Office of Davidson County, Tennessee shall be in Joyce Ann McNeil Judkins exclusively and divested out of Ted Alan Judkins, and that she shall be responsible for and pay the mortgage to the mortgage holder according to the terms and conditions until it is paid in full, holding the husband harmless for said mortgage.

It is further ORDERED, ADJUDGED, and DECREED that Ted Alan Judkins shall pay the attorney's fee of Joyce Ann McNeil Judkins to David Rizor, in the amount of two hundred and fifty dollars for which execution may issue if necessary. The costs of this cause are assessed against Ted Alan Judkins for which execution may issue if necessary.

Enter this 3 day of September, 1976.

JUDGE

Approved for entry:

David Rizor

David Rizor

xc: Ed Gross

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IDENTIF. REFERENCE

JAN 12 11 12 AM '81

BOOK 5699 PAGE 134

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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* Joyce Ann McNeil Judkins *Plaintiff, and* Ted [illegible]n Judkins *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* January *in the year one thousand nine hundred and* Eighty-One *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Virginia Hutchison *D. C.*

Form #GR-117