83-11-4KS

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JOHN ROY THOMPSON,
Plaintiff,

-vs-

JUDITH GALE RAY THOMPSON,
Defendant.

BOOK 5938 PAGE 160

NO. 97123

FINAL DECREE

This cause came on to be heard this 16th day of October, 1979 before the Honorable Hamilton Gayden, Judge, on the original complaint, personal service of process, default judgment entered as to defendant, and testimony of the plaintiff heard in open court. Based upon this and the entire record in this cause, the Court finds that the facts of the complaint are true in that the parties have certain irreconcilable differences which have occured in their marriage which make it impossible to continue the marital relationship. The Court further finds that a divorce prayed for should be granted, and, that the property settlement agreement shall be approved by the Court.

Therefore, it is, ORDERED, ADJUDGED, and DECREED, that the plaintiff, John Roy Thompson, be and hereby is granted an absolute divorce from the defendant, Judith Gale Ray Thompson, and that they both be restored to all the rights and privileges of unmarried persons.

It further appearing to the Court that the parties, prior to the hearing, have entered into an agreement settling their respective property rights, which agreement is in words and figures as follows:

"PROPERTY SETTLEMENT AGREEMENT

This Agreement made and entered into this 12th day of July, 1979, between John Roy Thompson, hereinafter referred to as "plaintiff", and Judith Gale Ray Thompson, hereinafter referred to as the "defendant".

W I T N E S S E T H :

WHEREAS certain difficulties have arisen between the parties which have gone to such an extent that it does not appear possible for them to be reconciled and live together as husband and wife; and,

WHEREAS a petition for absolute divorce has been filed by John Roy Thompson, plaintiff, against Judith Gale Ray Thompson, defendant, in the Circuit Courts for Davidson County, Tennessee; and,

WHEREAS the parties herein are desirous of settling all matters pertaining to property, real and personal, monetary matters, and all matters pertaining to child support and custody of the minor children of the parties, agree as follows:

I.

That the plaintiff shall have the exclusive custody of the minor children of the parties with unlimited visitation privileges for the defendant.

II.

That the defendant shall pay to the plaintiff the sum of $15.00 each and every week as child support for the minor children.

III.

That the defendant shall receive all of the plaintiff's right, title and interest in and to the 1970 Monte Carlo automobile.

IV.

That the defendant shall have a judgment against the plaintiff in the amount of $1,000.00 and this judgment shall be payable at the time this divorce is final.

V.

That the plaintiff will not contest the custody if the minor children later want to live with the defendant.

VI.

That the plaintiff shall have all of the defendant's right, title and interest in and to the homeplace of the parties, located at 627 Skyview Drive, in Davidson County, Tennessee, however, plaintiff agrees that if he ever sells the said homeplace he will pay to the defendant the sum of $5,000.00.

VII.

The plaintiff shall pay the Court costs and his own attorney's fees in this cause.

VIII.

It is further agreed by the parties, and each of them, subject to the approval of the Court, that this agreement be incorporated into the Final Decree of divorce at such time as this divorce is granted.

IX.

The parties herein also agree and understand that if they should become reconciled, or if the Court for any reason should fail to grant a divorce, this agreement shall become null and void and for nothing held.

The parties, and each of them, with the execution of this agreement, hereby mutually agree to sign any document and/or instrument which may become necessary in order to carry out and comply with the terms herein contained.

The parties, also acknowledge that there has been no undue influence or coercion exerted on either of them to force them to sign this agreement.

IN WITNESS WHEREOF, the parties, and each of them, have hereunto set their hands the day and date first above written.

/s/ John Roy Thompson
JOHN ROY THOMPSON

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Subscribed to and sworn before me this 12th day of July, 1979.

/s/ Janet C. Windrow
NOTARY PUBLIC

My Commission Expires: 2/23/83

/s/ Judith Gale Ray Thompson
JUDITH GALE RAY THOMPSON

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Subscribed to and sworn before me this 12th day of July, 1979.

/s/ Janet C. Windrow
NOTARY PUBLIC

My Commission Expires: 2/23/83"

It is, therefore, ORDERED, ADJUDGED, and DECREED, that the foregoing agreement of the parties is in all things hereby confirmed and approved by the Court and is adopted as a part of this Final Decree.

It is therefore, ORDERED, ADJUDGED, and DECREED, that all of the defendant's right, title and interest in and to the real property of the parties' located at 627 Skyview Drive, in Nashville, Davidson County, Tennessee, be divested out of the defendant, Judith Gale Ray Thompson, and be vested solely in the name of the plaintiff, John Roy Thompson, in fee simple, absolute. Said property is more fully described as follows:

LAND in Davidson County, Tennessee, being Lot No. 125 on the Plan of Rolling Acres, as of record in Book 1130, page 34, Register's Office for said County.

SAID Lot No. 125 fronts 75 feet on the easterly side of Skyview Drive and extends back 164.4 feet on the northerly line and 160.8 feet on the southerly line to a dead line measuring 75.19 feet thereon.

BEING the same property conveyed to John Roy Thompson and wife, Judith Ray Thompson, by deed from Frank Griffin and wife, Hazel Griffin, of record in Book 4823, page 637, Register's Office for Davidson County, Tennessee.

It is therefore, ORDERED, ADJUDGED, and DECREED, that the plaintiff, John Roy Thompson, shall have the exclusive care, custody and control of the minor children of the parties', Tracy Lynn Thompson, age 16 years, and, John Roy Thompson, Jr., age 15 years, with unlimited visitation privileges for the defendant.

The plaintiff shall pay the court costs for which execution may issue if necessary.

ENTER this 19 day of Oct, 1979.

JUDGE

APPROVED FOR ENTRY:

L. R. DeMarco

L. R. DEMARCO, Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been mailed to the defendant, at her last known address, Mrs. Judith Gale Ray Thompson, 502-B North 16th Street, Nashville, Tennessee, 37206, this 18th day of October, 1979.

L. R. DeMarco

L. R. DEMARCO

H 0 8 7 8 0

RUSH

IDENTIF. T REFERENCE

SEP 16 2 24 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

BOOK 5938 PAGE 164

Minute Book 147 C Page 2149

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* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* JOHN ROY THOMPSON *Plaintiff, and* JUDITH GALE RAY THOMPSON *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* 21st *day of* December *in the year one thousand nine hundred and* eighty-one *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Sue Woods, *D. C.*

Form #GR-117