OFFICIAL RECEIPT

FILED
AUG 20 1981
GEORGE [illegible], Clerk
By [illegible] Deputy

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LINDA HUGHES PEWITT, Plaintiff
vs.
ALBERT EUGENE PEWITT, Defendant

NO: 80D-2489

148-13-169

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FINAL DECREE

This cause came on to be heard on July 20, 1981, before the Honorable James Swiggart, Judge for the Sixth Circuit Court for Davidson County, Tennessee, upon the Petition for Absolute Divorce of the plaintiff, a default judgment entered against the defendant, testimony of the plaintiff and her corroborating witnesses, and statements by the defendant, and the entire record in this cause, from all of which it is the opinion of the Court that the plaintiff is entitled to a divorce from the defendant upon the grounds of adultery; that the plaintiff should be awarded the absolute care, custody and control of the parties two (2) minor children with the defendant having all reasonable rights of visitation; that the defendant should be required to pay to the plaintiff as child support $300.00 per month, and that further he should be required to pay all medical and dental expenses of the two (2) minor children; that he should be required to maintain a hospitalization insurance policy on the two (2) minor children of the parties, and that further he should keep in full force and effect that amount of life insurance which he currently has in force with the minor children being designated as beneficiaries; that all right, title and interest in and to the parties' jointly owned home located at 357 Gillette Road, Nashville, Tennessee should be divested out of the defendant and into the plaintiff, with the exception that the defendant should receive a lien of $20,000.00 upon said property which the defendant is to receive only when the plaintiff sells said home or when she remarries, and the discretion of when to sell the house shall rest solely in the plaintiff. Further, that the lien being given

to the defendant should bear simple interest at the rate of eight (8%) percent per annum; that all of the above notwithstanding the total amount that the defendant should receive, both principal and interest, from his lien on the property shall not exceed one/half (1/2) of the net proceeds that plaintiff realizes from the sale of the home when the home is sold; further, that the plaintiff should be awarded all right, title and interest in and to all household items of personal property; further, that the plaintiff should be awarded all right, title and interest in and to the 1976 Oldsmobile automobile which is titled in both of the parties' names, and that the defendant should be divested of any interest therein; further, that the defendant should be enjoined from taking the minor children of the parties into the company of Mary Jo Rogers; further, that the plaintiff should be awarded alimony in solido in the amount of $350.00 which amount should be paid directly to plaintiff's attorney, Cheatham & Palermo, and that the defendant should further pay the costs of this cause.

It is therefore ORDERED that the plaintiff be, and she hereby is, awarded an absolute divorce from the defendant upon the grounds of adultery.

It is further ORDERED that the plaintiff be, and she hereby is, awarded the absolute care, custody and control of the parties' two (2) minor children with the defendant having all reasonable rights of visitation.

It is further ORDERED that the defendant pay to the plaintiff $300.00 per month as child support.

It is further ORDERED that the defendant maintain a hospitalization insurance policy on the parties' two minor children.

It is further ORDERED that the defendant be required to pay all medical and dental expenses of the parties' two (2) minor children.

It is further ORDERED that the defendant keep in full force and effect that amount of life insurance which he currently has in force with the minor children designated as beneficiaries.

It is further ORDERED that all right, title and interest in and to the parties' jointly owned home located at 357 Gillette Road, Nashville, Tennessee, and which is more specifically described as follows, be divested out of the defendant and into the plaintiff, with the exception that the defendant shall receive a lien of $20,000.00 upon said property which the defendant is to receive only when the plaintiff sells said home or when she remarries, and the discretion of when to sell the house shall rest solely in the plaintiff.

BEING Lot No. 97 on the Map of Fairlane Park, as of record in Book 2331, page 108, Register's Office for said County.
Said Lot No. 97 fronts 169.2 feet on the south side of Gillette Road, and runs back 172.8 feet on the west line and 169.2 feet on the east line, to a dead line in the rear on which it measures 150.9 feet.
Being the same property conveyed to Archie Eugene Pewitt, by deed from Thurman M. Richardson, Jr., and wife, as of record in Book 3802, page 987, said Register's Office.

It is further ORDERED that the lien being given to the defendant shall bear simple interest at the rate of eight (8%) percent per annum, and that all of the above notwithstanding the total amount that the defendant shall receive, both principal and interest, from his lien on the property shall not exceed one/half (1/2) of the net proceeds that plaintiff realizes from the sale of the home when the home is sold.

It is further ORDERED that the plaintiff be, and she hereby is, awarded all right, title and interest in and to all household items of personal property.

It is further ORDERED that the plaintiff receive all right, title and interest in and to the 1976 Oldsmobile automobile which is titled in both of the parties' names, and that the defendant shall be divested of any interest therein. and that the defendant shall be required to execute any and all documents necessary to execute any of the conveyances ordered hereunder.

It is further ORDERED that the defendant be, and he hereby is, enjoined from taking the minor children of the parties

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into the company of Mary Jo Rogers.

It is further ORDERED that the plaintiff be, and she hereby is, awarded alimony in solido in the amount of $350.00 which amount shall be paid directly to plaintiff's attorney, Cheatham & Palermo, and that the defendant shall pay the costs of this cause.

Entered this 14th day of August, 1981.

JUDGE

APPROVED FOR ENTRY:

CHEATHAM & PALERMO

By Rose Palermo
Rose Palermo
Attorney for Plaintiff
43 Music Square West
Nashville, TN 37203

FILED
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Nov 12 12 51 PM '82
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
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By Albert Eugene Pewitt
Albert Eugene Pewitt,
Defendant

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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* Linda Hughes Pewitt *Plaintiff, and* Albert Eugene Pewitt *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* 12th *day of* November *in the year one thousand nine hundred and* Eighty-Two *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eldridge, *D. C.*

Form #GR-117