MARY JANE McCOY NEWELL] IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

VS.]

NO. 76647

ALFRED FRANCIS NEWELL]

Map 51-3
Par. 205 1J

DECREE

This cause came on to be heard on this the 15th day of April, 1975, before the Honorable William A. Parsons, Special Judge, Division IV of the Circuit Court of Davidson County, Tennessee, upon the original petition of the plaintiff, personal service of process, and default judgment, the defendant having failed to answer, plead or demur within the time allowed by law. From the testimony of the principal, her corrbborating witnesses, statement of counsel, and from the entire record of this cause, the Court is of the opinion that the plaintiff did successfully sustain her grounds of divorce, that is, that the defendant has been guilty of such cruel and inhuman treatment towards her as renders further cohabitation unsafe and improper.

It is, therefore, ORDERED, ADJUDGED and DECREED that the plaintiff, Mary Jane McCoy Newell, is awarded an absolute divorce from the defendant, Alfred Francis Newell, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. Plaintiff is restored to all the rights and privileges of an unmarried person.

It further appearing to the Court that the parties had entered into a property settlement agreement, and that the same was submitted to the Court for the Court's approval and ratification, and the Court having approved said agreement, it is further ORDERED, ADJUDGED and DECREED as follows:

That custody of the minor children of the parties, to wit, Claire and Eric, shall be vested in the plaintiff, with the

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right and privilege of the defendant to see and visit said minor children at all reasonable times and places. As support for said children, the defendant will pay to the plaintiff the sum of $300.00 per month, payable directly to the plaintiff by appropriate check or money order, on or before the 5th day of each month, subsequent to the entry of this decree.

It is further ORDERED, ADJUDGED and DECREED that all of the defendant's right, title and interest in and to a piece of real property located at 419 Barbara Drive, Madison, Tennessee, together with the household furnishings therein, are divested out of the defendant, and vested in the plaintiff, absolutely. The real property, more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 10 on the Map of Stratton Heights, as of record in Book 1835, page 13, Register's Office for said County.
>
> SAID Lot No. 10 fronts 195.1 feet on the southerly side of Barbara Drive and runs back between lines 200 feet to a dead line, measuring 198 feet thereon.
>
> BEING the same property conveyed to Alfred F. Newell and wife, Mary Jane Newell, by deed from William J. Dill and wife, Marie E. Dill, of record in Book 4688, page 756, Register's Office for said County.

will hereinafter become the property of the wife in fee simple who will resume all responsibility for any outstanding indebtedness thereon.

It further appearing that the parties owe certain debts, and that they have agreed that each is to assume specific debts, the parties agree as follows: The Husband will pay Sears Account No. 6-90620 162543; T & C Master Charge Account No. 5211-2331-0620; and the Commerce Union Master Charge Account No. 2847450. The Wife will assume and will pay the ABCC Account

No. 7358772; the Bankamericard Account No. 4421-810-629; the Peoria Master Charge Account No. 8526 317 993; a Cain-Sloan bill in the approximate amount of $75.00; and a Castner-Knott bill in the approximate amount of $100.00.

Said property settlement agreement is made a part of this decree.

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

Entered this _____ day of April, 1975.

Enter This 22 Day of APR 1975

William A Thomson
SPECIAL JUDGE

APPROVED FOR ENTRY:

Jack Norman
Jack Norman, Jr., Attorney for Plaintiff

I certify that I have mailed a copy of this Decree to the defendant, Alfred Francis Newell, at his last known address, 419 Barbara Drive, Madison, Tennessee, this 22nd day of April, 1975.

Jack Norman Jr
Attorney

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT entered into by and between Mary Jane Newell, hereinafter referred to as "Wife", and Alfred Francis Newell, hereinafter referred to as "Husband", wherein the parties are now man and wife, but that the Wife has caused to be filed in the Domestic Relations Court of Davidson County, Tennessee, a petition for absolute divorce; and

WHEREAS, at this time, both parties desire to enter into certain agreements pertaining to the disposition of their properties, and questions of child support, visitation, etc., but that in so doing, neither acquiesces in or agrees to the fact that the other may obtain a divorce, but solely for the purpose of settling the aforementioned questions, the parties agree as follows:

That should the Wife be successful in her action for a divorce, that the absolute care, custody and control of the minor children of the parties will be vested in the Wife, with the right and privilege of the Husband to see and visit said aforementioned children at all reasonable times and places. The Husband will pay to the Wife as support for said children the sum of $300.00 per month.

The Husband will transfer to the Wife all of his right, title and interest in and to the real property formerly occupied by the parties, and located at 419 Barbara Drive, Madison, Tennessee, together with the household furnishings

located therein. The Wife will assume all subsequent responsibility for mortgage payments thereon, and will hold Husband harmless from any future obligations in relation thereunto.

It further appearing that the parties owe certain debts, and that they have agreed that each is to assume specific debts, the parties agree as follows: The Husband will pay Sears Account No. 6-90620 162543; T & C Master Charge Account No. 5211-2331-0620; and the Commerce Union Master Charge Account No. 2847450. The Wife will assume and will pay the ABCC Account No. 7358772; the Bankamericard Account No. 4421-810-629; the Peoria Master Charge Account No. 8526 317 993; a Cain-Sloan bill in the approximate amount of $75.00; and a Castner-Knott bill in the approximate amount of $100.00.

It is further agreed that this agreement will be submitted to the Court at the hearing of the Wife's divorce case, and if ratified and approved by the Court, will be made a part of the final decree in this cause.

This agreement entered into this 1 day of Feb, 1975.

Mary Jane Newell
Wife, Mary Jane Newell

Alfred F. Newell
Husband, Alfred Francis Newell

Donald R. Thompson
Witness

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ENTERED U.S. JUDGMENT TERM ON THE TWENTY-SIXTH DAY OF APRIL, 1975

BOOK 6375 PAGE 991

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IDENTIFICATION REFERENCE

SEP 6 3 13 PM '84

DAVIDSON COUNTY, TN

Docket No. 76647 Minute Book 96C Page 942

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* Mary Jane McCoy Newell *Plaintiff, and* Alfred Francis Newell *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* 6th *day of* September *in the year one thousand nine hundred and* eighty=four *and in the* 209th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddings, *D. C.*

Form #GR-117