IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JOHN KENNETH HUMPHREY	)	
	)	
VS.	)	NO. 80D-3658
	)	
RACHEL LOUISE HUMPHREY	)	

BOOK 6380 PAGE 400

Map 75-11
Par 74

D E C R E E

This cause came on to be heard this 12th day of January, 1981, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the petition for divorce heretofore filed, sworn property settlement agreement, the testimony of the complainant, and it appears to the satisfaction of the Court that the parties have entered into a sworn property settlement agreement, which is found to be fair, and from the testimony, it appears that the parties have such irreconcilable differences that a divorce should be granted;

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing and subsisting between the complainant, JOHN KENNETH HUMPHREY, and the defendant, RACHEL LOUISE HUMPHREY, are here and now and forever dissolved and the parties are awarded an absolute divorce and restored to all the rights and privileges of unmarried people.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the sworn property settlement agreement heretofore filed in this cause was found to be fair by the Court and is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

There is presently pending in the Circuit Court of Davidson County, Tennessee, a bill of divorce, or about to be filed a bill of divorce, by and between the parties, JOHN KENNETH HUMPHREY and RACHEL LOUISE HUMPHREY, and the parties desire to settle their differences and reduce each claim that each might have against the other and dispose of any and all property which the parties acquired during their marriage, as well as, child custody and visitation privileges, and the parties, therefore, mutually agree as follows:

1. The Husband will pay to the Wife child support in the sum of $500.00 on the 15th and the sum of $500.00 on the 30th of each month, to be paid until the oldest son, John Todd Humphrey, graduates from high school or reaches the age of eighteen (18),

09/13 12.00- CASH

3052

whichever comes first, then to be reduced to $250.00 on the 15th and $250.00 on the 30th of each month, this to terminate upon the graduation of the youngest son, Matthew Lynn Humphrey, or when he reaches the age of eighteen (18), whichever comes first.

2. The Husband will be responsible for all major doctor and dental expenses for the children and will keep in full force and effect the hospitalization policy he has on the children now, and will not be responsible for medical and dental check-ups or minor medical and dental treatment.

3. The Wife will be responsible for the house note, utilities, including phone, Children's Clinic of Donelson, and the Medic Count bill, and she is to pay all insurance on the house and the 1980 Cutlass automobile which is to be transferred to the Wife.

4. The Husband will pay off the current charge cards and/or charge accounts and that no further charges will be made on these cards and same will be turned over to the Husband upon the execution of this agreement, and further, any credit after this date made by the Wife or obtained by the Wife will be put in her name only and will be of no responsibility of the Husband.

5. The parties are presently purchasing a house and lot at 637 Mercer Drive, in Hermitage, Tennessee, and that it is agreed by and between the parties that the Wife will be responsible for the house note; that she will stay and reside in the house and keep same for the use and benefit of the children and that the house will be sold on the remarriage of the Wife, or on the graduation from high school of the youngest child or when the youngest child reaches the age of eighteen (18), and the net proceeds to be split 50/50 by and between the Husband and Wife.

6. The Wife will have the custody, care, and control of the minor children, with reasonable rights of visitation reserved to the Husband.

7. The Wife is to have all household furnishings and the Husband is to have all of his personal belongings and the tools, but said tools are to be left temporily in the garage of the home.

8. Each of the parties will pay their own respective attorney's fees.

9. The Husband will pay the Court costs in this cause.

10. The Wife will receive the 1980 Cutlass and the Husband will transfer title to her and she is to assume payments on same. The Wife will transfer the 1978 pick-up truck to the Husband.

11. The Husband will keep in full force and effect a life insurance policy in the amount of $50,000.00 made payable to a Trustee for the use and benefit of the minor children, to take care of future support for said minors, and to be kept in force and effect until the youngest child reaches the age of twenty-three (23).

The foregoing is a full and complete settlement of each of the claims and rights of the respective parties against each other and this settlement agreement disposes of all property acquired before and during the marriage, as well as, the custody and child support payments, and that in the event a divorce is granted, this settlement agreement will be made a part of the final divorce order and incorporated therein.

SIGNED at Nashville, Tennessee, this 18th day of September, 1980.

/s/
JOHN KENNETH HUMPHREY, Husband

/s/
RACHEL LOUISE HUMPHREY, Wife

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

JOHN KENNETH HUMPHREY, being duly sworn, says he has read the foregoing Property Settlement Agreement and that the facts set out therein are true to the best of his knowledge, information, and belief.

/s/
JOHN KENNETH HUMPHREY

Sworn to and subscribed before me this 18th day of September, 1980.

/s/
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

RACHEL LOUISE HUMPHREY, being duly sworn, says she has read the foregoing Property Settlement Agreement and that the facts set out therein are true to the best of her knowledge, information, and belief.

/s/
RACHEL LOUISE HUMPHREY

Sworn to and subscribed before me this 18th day of September, 1980.

/s/
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

IT IS ORDERED by this Court that this property settlement agreement is hereby made and Order of this Court.

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

ENTERED this 13 day of January, 1981.

JUDGE

LUTHER E. CANTRELL, JR.
Attorney for the Complainant
1128 J. C. Bradford Building
Nashville, Tennessee 37219
Telephone: 256-8125

CERTIFICATION BOOK 6380 PAGE 403

I hereby certify that a copy of the foregoing divorce decree has been mailed to the defendant, RACHEL LOUISE HUMPHREY, 637 Mercer Drive, Hermitage, Tennessee, 37076, on this 12 day of January, 1981.

LUTHER E. CANTRELL, JR.

I 4 9 3 3 9

IDENTIF. REFERENCE

SEP 13 9 13 AM '84

REGISTER'S OFFICE DAVIDSON COUNTY, TN

RUSH

Docket No. 80D-3658 Minute Boo 119C Page 2161

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 ~~xxxxxxxxxxxxxx~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* John Kenneth Humphrey *Plaintiff, and* Rachel Louise Humphrey *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* 13th *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