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William D. Castleman, Atty.
213 A Ward Circle
Brentwood, Tn 37027

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PAR. 45

BOOK 7888 PAGE 549

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SANDRA JEAN CALVERT HALE
Plaintiff

VS.

WALTER MURRAY HALE
Defendant

NO. 83908

FINAL DECREE

This cause came on to be heard on the 12th day of November, 1976, before the Honorable Joe C. Loser, Jr., Judge, upon Plaintiff's Complaint for Absolute Divorce, personal service of process upon the Defendant, default judgment having been previously granted against the Defendant he having failed to Answer within the time allowed by law, Property Settlement Agreement executed by the parties, testimony of Plaintiff and her witnesses, statement of counsel and the entire record in this cause, from all of which the Court is of the opinion that the Defendant has been guilty of such cruel and inhuman treatment or conduct towards the Plaintiff as renders it unsafe and improper for her to cohabit with him; further, that the Property Settlement Agreement entered into by the parties should be expressly confirmed and made a part of this Decree.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that an Absolute Divorce be and the same is hereby granted to the Plaintiff, Sandra Jean (Calvert) Hale, and the bonds of matrimony heretofore subsisting between the parties be and the same are hereby dissolved and all the rights and privileges of an unmarried person are hereby restored to the Plaintiff.

IT IS, FURTHER, ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement between the parties dated November 12, 1976, consisting of two (2) pages, a copy of which is hereto attached as "Exhibit A", it is hereby approved by the Court and is incorporated as a part of this Decree as though the same were copied herein verbatim.

IT IS, FURTHER, ORDERED, ADJUDGED AND DECREED that execution may issue, if necessary, should the Defendant, Walter Murray Hale, fail to pay the sums agreed upon in Paragraphs 8 and 9 of the Property Settlement Agreement signed by the parties ("Exhibit A") including

all Court costs incident to this action.

ENTERED this _____ day of _____, 1976.

JUDGE

11/19/76

APPROVED FOR ENTRY:

Enter This 19 Day of Nov., 1976

LANCASTER & FARMER

BY: C. Alan Lancaster

C. Alan Lancaster
Attorney for Plaintiff
Suite 100, 4207 Lebanon Road
Hermitage, Tennessee 37076

C: Mr. Howard F. Butler
Attorney for Defendant
26th Floor, First American Center
Nashville, Tennessee 37238

EXHIBIT "A"

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SANDRA JEAN CALVERT HALE Plaintiff	)	
VS.	)	NO. 83908
WALTER MURRAY HALE Defendant	)	

PROPERTY SETTLEMENT AGREEMENT

This Agreement made and entered into this 12TH day of November, 1976, by and between Sandra Jean Calvert Hale, hereinafter referred to as "Wife", and Walter Murray Hale, hereinafter referred to as "Husband".

WITNESSETH:

WHEREAS, there is now pending in the Third Circuit Court for Davidson County, Tennessee, Case #83908, wherein Wife is seeking an Absolute Divorce from the Husband, and the parties are desirous of settling certain issues and controversies in said case related to the division of property, child custody and support, and visitation;

NOW, THEREFORE, In Consideration of the terms, covenants, and provisions hereinafter set forth, Wife and Husband agree as follows:

1. Wife shall have custody of the minor child of the parties, Christy Ericka Hale. Husband shall be afforded reasonable visitation rights with said child, but shall give reasonable notice to the Wife prior to the exercise of his visitation privileges.

2. Husband shall pay to the Wife as child support for the said minor child of the parties the sum of Thirty Five and No/100 ($35.00) Dollars per week, said payments to begin immediately and to be made directly to Wife.

3. Husband shall pay the balance of the debts owing to Dr. Lindsey Bishop in the amount of $80.00 and Dr. Caldwell in the amount of $110.00 and shall indemnify and hold the Wife harmless for said indebtednesses.

4. Husband shall provide and keep in force, at his expense, hospital and medical insurance coverage for the minor child of the parties.

5. The balance of the indebtednesses owing to Commerce

Union Bank shall be the sole responsibility of Husband, and he shall hold harmless and indemnify Wife for such debts.

6. All right, title and interest in and to the household furniture, furnishings and effects accumulated by the parties during the course of their marriage, including the color television console, shall be divested from the Husband and vested solely in the Wife.

7. All right, title and interest in and to the real property and improvements located thereon at 812 Irma Drive, Antioch, Tennessee, shall be divested from the Wife and vested solely in the Husband. Husband shall assume sole responsibility for the mortgage indebtedness on said property owing to Mortgage Associates, Inc., and he shall hold harmless and indemnify the Wife for such debt.

8. Husband shall pay the sum of $800.00 to the Wife as alimony in solido.

9. Husband agrees to pay balance of the fee owing to Wife's Attorney of record, C. Alan Lancaster, in the amount of $140.00, for legal services rendered to her in this matter. Husband further agrees to be responsible for the payment of Court costs incident to the divorce proceeding which has been filed by Wife.

10. This Agreement shall be exhibited to the Court at the Final Hearing in this cause and the substance of numbered paragraphs 1-9 shall be incorporated in the Decree of the Court in said case and shall be effective when and to the extent it is approved by the Court.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

Sandra Jean Calvert Hale
Sandra Jean Calvert Hale

C. Alan Lancaster
Witness

Walter Murray Hale

Witness

STATE OF TENNESSEE

I, **GEORGE L. ROOKER,** *Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the* Third *Circuit Court for Davidson County, Tennessee, on the* 19th *day of* November, *19* 76, *in Case Number* 83908 *between* Sara Jean Calvert Hale *Plaintiff, and* Walter Murray Hale *Defendant, as same remains of record in Book* 110r, *Page* 1055 *of the Minutes of 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* July *in the year one thousand nine hundred and* eighty-nine *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117

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DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

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