9-17-74
90C/949

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1974 05/07 0101 03CHECK 18.00

MAP 95-12
PAR 18

REBA MELVAREE LUNA HINKLE)
Plaintiff,)
VS) BOOK 8103 PAGE 754
ROY FRANKLIN HINKLE, JR.,)
Defendant) NO. 7 3 1 4 1

DAVIDSON COUNTY, TN
MAY 7 10 13 AM '90

IDENTIFICATION REFERENCE
2 4 3 6 1

FINAL DIVORCE DECREE

This cause came on to be heard before the HONORABLE BENSON TRIMBLE, JUDGE OF THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE on the 26th day of July, 1974, upon the original petition for divorce filed herein, the answer of the defendant, the case being transferred to the non-contested docket and being heard on the plaintiff's original bill for divorce, the testimony of plaintiff and witnesses examined in open Court; the statement of counsel and the entire record from all of which it appears to the Court that the allegations contained in the original bill for divorce have been sustained, that is, that the defendant has been guilty of such cruel and inhuman treatment and conduct toward the plaintiff as renders further cohabitation unsafe and improper and renders it further unsafe and improper for her to remain under his dominion and control.

It is therefore, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting between the plaintiff and the defendant be, and they hereby are, forever and perpetually dissolved and that the plaintiff be, and she hereby is, awarded an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED AND DECREED by the Court that the Property Settlement Agreement made and entered into by and between the parties be, and it hereby is, made an order of the Court. Said Property Settlement Agreement made and contracted as follows:

" IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

REBA MELVAREE HINKLE,)
Plaintiff)
VS)
ROY FRANKLIN HINKLE, JR.)
Defendant) NO. 73141

PROPERTY SETTLEMENT AGREEMENT

This contract made and entered into on this the 12th day of July, 1974, by and between REBA MELVAREE LUNA HINKLE, party of the first part and ROY FRANKLIN HINKLE, JR., party of the second part, both of Nashville, Davidson County, Tennessee:

WITNESSETH:

That the party of the first part and the party of the second part are husband and wife; that they have reached a point where they can no longer live together as such; that they have separated, and divorce proceedings are now pending;

That for and in consideration of One Dollar each to the other paid and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties have mutually agreed and contracted as follows:

FIRST, that the party of the first part shall have the absolute care, custody and control of the minor child of the parties, with the right and privilege of the party of the second part to see and be with the child at reasonable times and places.

SECOND, that the party of the second part pay to the party of the first part the sum of Forty Dollars ($40.00) per week, to be paid through the Office of the Circuit Court Clerk, plus Clerk's fee of Five Per Cent (5%), Two Dollars ($2.00) making a total of Forty Two Dollars ($42.00) per week. Said payments beginning immediately and continuing until further orders of the Court.

THIRD, that all right, title, equity and interest which the party of the second part has in and to the real estate located at 2525 Hibbitts Drive, Nashville, Davidson County, Tennessee, hereinafter specifically described, be divested out of the party of the second part and vested in the party of the first part. The real estate being described as follows:

> Being lot No. 87 on the plan of Woodberry Park, as of record in Book 2133, page 117, 118, and 119, Register's Office for said county.
>
> Said Lot No. 87 fronts 110.6 feet on the east side of Hibbitts Road and runs back between lines 142.3 feet on the north line and 103.8 on the south line, to a dead line in the rear of which it measures 103 feet.
>
> Being the same property conveyed to Michael James Riley and wife, Marie Syler Riley by deed from Charles H. Keel and wife, Mary B. Keel, of record in Book 4031, page 732, said Register's Office.
>
> This conveyance is made subject to Restrictions of record in Book 2297, Page 194, and easements, setback lines, etc., as shown on the plan of record in Book 2133, page 117, 118 and 119 of said Register's Office.

FOURTH, that all right, title, equity and interest which the party of the second part has in and to the miscellaneous items of household furniture and furnishings be divested out of the party of the second part and vested in the party of the first part.

FIFTH, that all right, title, equity and interest which the party of the second part has in and to the 1974 Mustang Ghia automobile be divested out of the party of the second part and vested in the party of the first par

SIXTH, that all right, title, equity and interest which the party of the first part has in and to one 1974 Mercury Cougar automobile be divested out of the party of the first part and vested in the party of the second part.

It is mutually understood and agreed to by and between the parties hereto, that this is a complete and final property settlement agreement between them that in the event a divorce is granted, neither of them will ever hereafter have any property claim whatsoever against the other.

IN WITNESS WHEREOF, the parties hereto set their signatures, on the day and date hereinbefore written.

REBA MELVAREE LUNA HINKLE
Party of the First Part

O. V. MYERS, JR.
Attorney for the Party of First Part

ROY FRANKLIN HINKLE, JR.
Party of the Second Part

WITNESS
To the signature of the Party
of the Second Part

It is further ORDERED, ADJUDGED AND DECREED by the Court that the defendant be, and he hereby is, ordered to pay to O.V. Myers, Jr., Attorney for Plaintiff, the sum of Two Hundred Fifty Dollars ($250.00) as his reasonable attorney fee.

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

Any and all other matters are reserved by the Court.

FOR ENTRY:

O. V. MYERS, JR.
Attorney for Plaintiff

BENSON TRIMBLE, JUDGE

9-17-74

I hereby certify that I have mailed a true and exact copy of the foregoing Final Divorce Decree to the defendant, Roy Franklin Hinkle, Jr., C/O Bushido School of Jude and Karate, 3209 Nolensville Road, Nashville, Tennessee 37211, this the 5th day of August, 1974.

O. V. MYERS, JR.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

REBA MELVAREE LUNA HINKLE,)
Plaintiff,)
)
VS)
)
ROY FRANKLIN HINKLE, JR.,)
Defendant.) NO. 73141

PROPERTY SETTLEMENT AGREEMENT

This contract made and entered into on this, the 12th day of July, 1974, by and between REBA MELVAREE LUNA HINKLE, party of the first part and ROY FRANKLIN HINKLE, JR., party of the second part, both of Nashville, Davidson County, Tennessee;

WITNESSETH:

That the party of the first part and the party of the second part are husband and wife; that they have reached a point where they can no longer live together as such that they have separated, and divorce proceedings are now pending;

That for and in consideration of One Dollar each to the other paid and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties have mutually agreed and contracted as follows:

FIRST, that the party of the first part shall have the absolute care, custody and control of the minor child of the parties, with the right of the party of the second part to see and be with the child at reasonable times and places.

SECOND, that the party of the second part will pay directly to the party of the first part the sum of Forty Dollars ($40.00) per week as child support, beginning immediately and continuing until further orders of the Court.

THIRD, that all right, title, equity and interest which the party of the second part has in and to the real estate located at 2525 Hibbitts Drive, Nashville, Davidson County, Tennessee, hereinafter specifically described be divested out of the party of the second part and vested in the party of the first part. The real estate being described as follows:

Being lot No. 87 on the plan of Woodberry Park, as of record in Book 2133, page 117, 118 and 119, Register's Office for said county.

Said lot No. 87 fronts 110.6 ffet on the east side of Hibbitt's road and runs back between lines 142.3 feet on the north line and 103.8 feet on the south line, to a dead line in the rear of which it measures 103 feet.

Being the same property conveyed to Micael James Riley and wife, Marie Syler Riley by deed from Charles H. Keel and wife, Mary B. Keel, of record in Book 4031, page 732, said Register's Office.

This conveyance is made subject to Restrictions of record in Book 2297, Page 194, and easements, setback lines, etc., as shown on the plan of record in Book 2133, page 117, 118 and 119, said Register's Office.

FOURTH, that all right, title, equity and interest which the party of the second part has in and to the miscellaneous items of household furniture and furnishings be divested out of the party of the second part and vested in the party of the first part.

FIFTH, that all right, title, equity and interest which the party of the second part has in and to the 1974 Mustang Ghia automobile be divested out of the party of the second part and vested in the party of the first part.

SIXTH, that all right, title, equity and interest which the party of the first part has in and to one 1974 Mercury Cougar automobile be divested out of the party of the first part and vested in the party of the second part.

It is mutually understood and agreed to by and between the parties hereto, that this is a complete and final property settlement agreement between them, that in the event a divorce is granted, neither of them will ever hereafter have any property claim whatsoever against the other.

IN WITNESS WHEREOF, the parties hereto set their signatures, on the day and date hereinbefore written.

Reba Melvaree Luna Hinkle

REBA MELVAREE LUNA HINKLE
Party of the First Part

O. V. Myers, Jr.

O. V. MYERS, JR.,
Attorney for Party of the First Part

Roy Franklin Hinkle Jr.

ROY FRANKLIN HINKLE, JR.
Party of the Second Part

J. Thomas Merle

Witness to the signature of the party of the second part

BOOK 8103 PAGE 759

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* FOURTH *Circuit Court for Davidson County, Tennessee, on the* 17th *day of* SEPTEMBER, *19* 74, *in Case Number* 73141 *between* REBA MELVAREE LUNSA HINKLE *Plaintiff, and* ~~ROY FRANKLIN HINKLE JR.~~ *Defendant, as same remains of record in Book* 90 C, *Page* 949 *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* 24th *day of* APRIL *in the year one thousand nine hundred and* NINETY *and in the* TWO HUNDREDTH & FOURTEEN *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Gwen Alexander *D.C.*

Form #GR-117