

MADISONVILLE, KY., November 20, 1970

Andrew Wayne Nelson

Andrew Wayne Nelson

VS.

DEBTOR TO:

Peggy Joyce Nelson

HOPKINS CIRCUIT COURT
WALLACE E. KINGTON, CLERK

COURT COSTS AS FOLLOWS:

SUIT No.	DATE		AMOUNT	TOTAL
6827	11/20/70	Wallace E. Kington, Clerk	\$61.80	
		State Tax on Suits	5.00	
		Library Fund	1.00	
		Helen Hicklin, Notary Public	14.00	
		Charles Crafton, Sheriff	2.00	
				\$83.80
				<u>27.00</u>
				56.80

*Original Statement
mailed to Damon Vaughn
11-20-70*

Sec. 64.630 KRS—"All fees are due and payable within two months after the services are rendered. — The fees of all officers shall be distrainable on and after January 1 next ensuring the rendition of the services."

HOPKINS CIRCUIT COURT
Civil Action No. _____

ANDREW WAYNE NELSON

PLAINTIFF

v.

COMPLAINT AND PETITION

1. For Divorce.
2. For custody of infant children.
3. For termination of parental rights.

PEGGY JOYCE NELSON
c/o New Dawson Rest Home
Trim and Water Streets
Dawson, Springs, Kentucky

DEFENDANT

Plaintiff Andrew Wayne Nelson for his cause of action herein states as follows:

1. That in 1963 he and the defendant, Peggy Joyce Nelson, were married in Hopkins County, Kentucky, and have been ever since that time and are now husband and wife, that the plaintiff and defendant herein separated on May 3, 1970, and have ever since that time lived separate and apart and without cohabitation; that for one year next before the commencement of this action plaintiff has been an actual and continuous resident of the Commonwealth of Kentucky, within the meaning of the applicable provisions of KRS Chapter 403.

2. That his cause of action for divorce herein set out occurred, accrued and existed in or out of the Commonwealth of Kentucky within the five years next before the commencement of this action, and are legal causes for divorce under the applicable provisions of KRS 403.020, and any amendments thereto.

3. Plaintiff states for his cause of divorce herein that without fault or any fault on his part the defendant has

habitually behaved toward him for not less than six months in such a cruel and inhuman manner as to indicate a settled aversion toward him and to permanently destroy his peace and happiness.

4. That as a result of this marriage union two children were born to the plaintiff and defendant, namely, Hugo Owen Nelson, a male infant now 5 years of age, and Kit Lynn Nelson, a male infant now 2 years of age, that the plaintiff now has the care, custody and control of said infants and should be awarded the care, custody and control of said infants herein both pendent lite and permanently.

5. Plaintiff further states that the plaintiff and defendant are now joint owners of real estate located on Livingston Street, Hanson, Hopkins County, Kentucky, and more particularly described in a deed recorded in D.B. 290, page 438, in the office of the Clerk of the Hopkins County Court, a copy of which will be filed herein as Plaintiff's Exhibit "A", that the defendant's interest therein, and any interest which the defendant may claim to any property acquired by the parties during their marriage, was obtained solely by the defendant from or through the plaintiff during their marriage and in consideration of the marriage and an Order should be entered herein restoring all of said property to the plaintiff and ordering defendant to convey all of her right, title and interest in and to the real estate mentioned herein to the plaintiff and further ordering that upon defendant's failure to do so within thirty days after the entry of judgment herein that the Commissioner of this Court, by proper deed, convey said interest to the plaintiff on behalf of the defendant.

WHEREFORE plaintiff, Andrew Wayne Nelson, demands judgment against the defendant, Peggy Joyce Nelson:

1. Granting plaintiff an absolute divorce from the bonds of matrimony from the defendant.

2. Awarding plaintiff the care, custody and control of the infants involved herein, namely, Hugo Owen Nelson, a male infant now 5 years of age, and Kit Lynn Nelson, a male infant now 2 years of age.

3. Ordering defendant, Peggy Joyce Nelson, to convey by a proper deed of conveyance all of her right, title and interest in and to the real estate described herein, and further ordering the Commissioner of the Court to make such conveyance on behalf of the defendant upon defendant's failure to do so within thirty days after the rendering of judgment herein and further restoring to the plaintiff all of the property which the defendant obtained solely by the defendant from or through the plaintiff during their marriage and and in consideration of the marriage.

4. Granting plaintiff all other relief to which he may appear entitled.

This the 4 day of August, 1970.

VAUGHN & MONHOLLON
Attorneys at Law
111 South Main Street
Madisonville, Kentucky
Attorney for Plaintiff

By: Damon A. Vaughn
ATTORNEY FOR PLAINTIFF

FILED
NOTED ON DOCKET
ATT: *Hallace King*
CLERK HOPKINS CIRCUIT COURT
By: *Reba King*
AUG 4 1970

THIS DEED OF CONVEYANCE made and entered into by and between J. C. Scott and his wife, Doris Lee Scott, parties of the first part, hereinafter termed the Grantors; and Wayne Nelson and his wife, Joyce Nelson, parties of the second part, hereinafter termed the Grantees;

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged by the Grantors, the Grantors have bargained and sold and by these presents do hereby bargain, grant, sell and convey unto the Grantees and the survivor of them, his or her heirs and assigns forever, the following described real estate located and being in the town of Hanson, Hopkins County, Kentucky, and more particularly bounded and described as follows, to-wit:

Beginning at a point on the West side of the Street the original Northeast corner of the property of which this is a part; thence S. with the West side of the Street 105 feet to a stake; thence Westward 139 feet to a stake; thence Northward 105 feet to a point in the original North line of the property of which this is a part; thence East with the original North line, 139 feet to the point of beginning.

Being the same property conveyed to the Grantors herein by Donnie Jewell and wife, by deed dated November 7, 1963, and of record in Deed Book 287, page 147, in the Office of the Clerk of the Hopkins County Court.

TO HAVE AND TO HOLD the foregoing described real estate, together with all the appurtenances thereunto belonging, unto the Grantees and the survivor of them, his or her heirs and assigns forever, with covenant of General Warranty of Title.

IN TESTIMONY WHEREOF, witness the signatures of the

EXHIBIT "A"

Grantors on this the 2nd day of June, 1964.

J. C. Scott
Doris Lee Scott

STATE OF KENTUCKY)
) SCT.
COUNTY OF HOPKINS)

I, Dwight M. Selby, a Notary Public within and for the county and state aforesaid, do hereby certify that the foregoing Deed of Conveyance from J. C. Scott and his wife, Doris Lee Scott, to Wayne Nelson and his wife, Joyce Nelson, was on this day produced to me in my county by J. C. Scott and his wife, Doris Lee Scott, both of whom executed and acknowledged the same before me to be their joint and several act and deed in due form of law.

Given under my hand and notarial seal on this the 2nd day of June, 1964.

Dwight M. Selby
Notary Public, Hopkins County, Kentucky
My commission expires: _____

The foregoing instrument was prepared by William A. Logan, Attorney at Law, Madisonville, Kentucky.

William A. Logan

STATE OF KENTUCKY)
COUNTY OF HOPKINS) SCT.

This instrument was filed for record on the 2 day of June, 1964 at 12:20 P. M. and is hereby recorded in Deeds Book 290 Page 438

W. B. Blalock Clerk
By Blalock D.C.



6827

Andrew Wayne Nelson,

Plaintiff

vs,

Regan Joyce Nelson,

Defendant

Filed in this office

August 4, 1970

Issued summons & copy
to Hopkins County
Wallace Kintner, Clerk
Pay: Reba Kintner, D S

\$ 3.00 advanced mileage Pd. by Plff's. atty.
27.00 Set & Filing Fee Paid by Plff's. atty.

HOPKINS CIRCUIT COURT
CIVIL ACTION NO. _____

FILED
NOTED ON DOCKET
ATT: *Wallace*
CLERK HOPKINS CIRCUIT COURT
By: Robert [unclear]

AUG 17 1970

ANDREW WAYNE NELSON

V.

APPEARANCE AND WAIVER AND AGREEMENT

PEGGY JOYCE NELSON

DEFENDANT

COMES THE DEFENDANT, PEGGY JOYCE NELSON, AND ENTERS HER APPEARANCE IN THE ABOVE STYLED ACTION.

THE DEFENDANT SAYS THAT SHE HAS EXAMINED THE PLAINTIFF'S COMPLAINT AND FIRST AMENDED COMPLAINT FILED HEREIN AND DOES NOT DESIRE TO MAKE ANY DEFENSE TO THE ALLEGATIONS CONTAINED THEREIN, THEREFORE SHE WAIVES NOTICE OF AND ACTION ON ALL MOTIONS WHICH MAY BE MADE IN THIS ACTION, INCLUDING THE NOTICE OF THE TAKING OF DEPOSITIONS TO BE USED HEREIN. THE DEFENDANT CONSENTS THAT THIS CASE MAY BE SUBMITTED AND HEARD AT ANY TIME IN TERM OR IN THE CHAMBERS WITHOUT FURTHER NOTICE TO HER.

AND FURTHERMORE;

THE PLAINTIFF, ANDREW WAYNE NELSON, AND THE DEFENDANT, PEGGY JOYCE NELSON, HEREIN AGREE AS FOLLOWS:

WITNESSETH: THAT

WHEREAS, VARIOUS AND DIVERSE DISPUTES AND UNHAPPY DIFFERENCES RENDER IT IMPOSSIBLE FOR THEM TO CONTINUE LIVING TOGETHER AS HUSBAND AND WIFE AND AN ACTION FOR DIVORCE IS NOW PENDING IN THE HOPKINS CIRCUIT COURT, AND

WHEREAS, IT IS THE MUTUAL DESIRE OF THE PLAINTIFF AND DEFENDANT TO MAKE PERMANENT, COMPLETE AND FINAL SETTLEMENT OF ALL THEIR RIGHTS OF EVERY CHARACTER AND NATURE WHATSOEVER;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. THE PLAINTIFF, ANDREW WAYNE NELSON, SHALL BE AWARDED THE CARE, CUSTODY AND CONTROL OF THE INFANT CHILDREN BORN AS A RESULT OF THIS MARRIAGE, NAMELY: HUGO OWEN NELSON AND KIT LYNN NELSON; THE PARTIES AGREE THAT THE DEFENDANT SHALL HAVE THE RIGHT TO BE VISITED BY SAID INFANTS ONE DAY EACH WEEK

AT THE HOME OF THE DEFENDANT'S MOTHER, OLA FORK, THE DEFENDANT TO CALL FOR SAID CHILDREN AT THE PLACE WHERE THEY ARE BEING KEPT BY THE PLAINTIFF ON EACH VISITATION DAY AND SAID CHILDREN TO BE RETURNED TO THAT PLACE BY THE DEFENDANT AT THE END OF SAID DAY.

2. IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES THAT THE DEFENDANT MAY PRESENT GIFTS TO SAID CHILDREN AT ANY TIME.

3. IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES THAT THE DEFENDANT WILL IMMEDIATELY, AFTER THE EXECUTION OF THIS INSTRUMENT, EXECUTE THE DEED CONVEYING ALL OF DEFENDANT'S RIGHT, TITLE AND INTEREST TO ALL REAL ESTATE ACQUIRED BY THE PARTIES DURING THIS MARRIAGE.

4. IT IS FURTHER AGREED THAT THE PLAINTIFF WILL SURRENDER TO THE DEFENDANT ALL OF THE PERSONAL PROPERTY CLAIMED BY THE DEFENDANT NOW IN THE POSSESSION OF THE PLAINTIFF.

5. IT IS FURTHER AGREED THAT THE PLAINTIFF WILL NOT SEEK A TERMINATION OF THE DEFENDANT'S PARENTAL RIGHTS IN THIS ACTION.

6. THE PARTIES FURTHER AGREE THAT THE PLAINTIFF WILL NOT COMMUNICATE OR ATTEMPT TO COMMUNICATE WITH THE DEFENDANT AT ANY PLACE OR IN ANY MANNER.

7. IT IS FURTHER AGREED BETWEEN THE PARTIES THAT WHEN THIS AGREEMENT HAS BEEN EXECUTED AND COMPLIED WITH THAT EACH WILL HAVE RESTORED TO THE OTHER ALL PROPERTY WHICH SHOULD BE RESTORED WHICH EITHER HAS OBTAINED DIRECTLY OR INDIRECTLY FROM THE OTHER IN CONSIDERATION OF OR BY REASON OF THIS MARRIAGE.

8. THE PARTIES FURTHER AGREE AND REQUEST THAT THIS AGREEMENT BE MADE A PART OF ANY JUDGMENT THE COURT MAY RENDER HEREIN.

9. IT IS FURTHER AGREED BETWEEN THE PARTIES THAT THE PLAINTIFF ASSUMES AND AGREES TO PAY ALL INDEBTEDNESSES INCURRED BY AND BETWEEN THE PARTIES DURING THEIR MARRIAGE, UP TO THE DATE OF THEIR SEPARATION ON MAY 3, 1970.

10. IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES THAT THE PLAINTIFF SHALL PAY THE ATTORNEY FEE AND COSTS IN THIS ACTION.

11. IT IS FURTHER AGREED THAT AT THE EXECUTION AND UPON THE COMPLIANCE WITH THIS AGREEMENT EACH PARTY HERETO RELEASES AND FULLY DISCHARGES THE OTHER FROM ALL OTHER CLAIMS EACH MAY HAVE AGAINST THE OTHER BY REASON OF THIS

MARRIAGE OR OTHERWISE, NOT MENTIONED HEREIN.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS ON
THIS 17th DAY OF August, 1970.

Samuel Vaughn
WITNESS

Andrew Wayne Nelson
PLAINTIFF

Carol Bohum
WITNESS

Peggy Joyce Nelson
DEFENDANT

SUBSCRIBED AND SWORN TO BEFORE ME BY THE PLAINTIFF, ANDREW WAYNE
NELSON, AND THE DEFENDANT, PEGGY JOYCE NELSON, ON THIS 17th DAY OF Aug.
1970.

MY COMMISSION EXPIRES: 2/10/72

Carol Bohum
NOTARY PUBLIC, HOPKINS COUNTY, KY.

HOPKINS CIRCUIT COURT
CIVIL ACTION NO. _____

FILED
NOTED ON DOCKET
PLAINTIFF
ATT: *240* *240* *240*
CLERK HOPKINS CIRCUIT COURT
By: *R. R. ...*
AUG 17 1970
DEFENDANT

ANDREW WAYNE NELSON

V.

PLAINTIFF'S FIRST AMENDED COMPLAINT 1970

PEGGY JOYCE NELSON

DEFENDANT

COMES THE PLAINTIFF PRIOR TO THE FILING OF ANY RESPONSIVE PLEADINGS AND FOR HIS FIRST AMENDED COMPLAINT STATES AS FOLLOWS:

1. THAT IN 1963 HE AND THE DEFENDANT, PEGGY JOYCE NELSON, WERE MARRIED IN HOPKINS COUNTY, KENTUCKY, AND HAVE BEEN EVER SINCE THAT TIME AND ARE NOW HUSBAND AND WIFE, THAT THE PLAINTIFF AND DEFENDANT HEREIN SEPARATED ON MAY 3, 1970, AND HAVE EVER SINCE THAT TIME LIVED SEPARATE AND APART AND WITHOUT COHABITATION; THAT FOR ONE YEAR NEXT BEFORE THE COMMENCEMENT OF THIS ACTION PLAINTIFF HAS BEEN AN ACTUAL AND CONTINUOUS RESIDENT OF THE COMMONWEALTH OF KENTUCKY, WITHIN THE MEANING OF THE APPLICABLE PROVISIONS OF KRS CHAPTER 403.

2. THAT HIS CAUSE OF ACTION FOR DIVORCE HEREIN SET OUT OCCURRED, ACCRUED AND EXISTED IN OR OUT OF THE COMMONWEALTH OF KENTUCKY WITHIN THE FIVE YEARS NEXT BEFORE THE COMMENCEMENT OF THIS ACTION, AND ARE LEGAL CAUSES FOR DIVORCE UNDER THE APPLICABLE PROVISIONS OF KRS 403.020, AND ANY AMENDMENTS THERETO.

3. PLAINTIFF STATES FOR HIS CAUSE OF DIVORCE HEREIN THAT WITHOUT FAULT OR ANY FAULT ON HIS PART THE DEFENDANT HAS HABITUALLY BEHAVED TOWARD HIM FOR NOT LESS THAN SIX MONTHS IN SUCH A CRUEL AND INHUMAN MANNER AS TO INDICATE A SETTLED AVERSION TOWARD HIM AND TO PERMANENTLY DESTROY HIS PEACE AND HAPPINESS.

4. PLAINTIFF FURTHER STATES THAT AS A RESULT OF THIS MARRIAGE UNION TWO CHILDREN WERE BORN TO THE PLAINTIFF AND DEFENDANT, NAMELY, HUGO OWEN NELSON, A MALE INFANT NOW 5 YEARS OF AGE, AND KIT LYNN NELSON, A MALE INFANT NOW 2 YEARS OF AGE, THAT THE PLAINTIFF NOW HAS THE CARE, CUSTODY AND

CONTROL OF SAID INFANTS AND SHOULD BE AWARDED THE CARE, CUSTODY AND CONTROL OF SAID INFANTS HEREIN BOTH PENDENTE LITE AND PERMANENTLY.

5. PLAINTIFF FURTHER STATES THAT THE PLAINTIFF AND DEFENDANT ARE NOW JOINT OWNERS OF REAL ESTATE LOCATED ON LIVINGSTON STREET, HANSON, HOPKINS COUNTY, KENTUCKY, AND MORE PARTICULARLY DESCRIBED IN A DEED RECORDED IN D.B. 290, PAGE 438, IN THE OFFICE OF THE CLERK OF THE HOPKINS COUNTY COURT, A COPY OF WHICH WILL BE FILED HEREIN AS PLAINTIFF'S EXHIBIT "A", THAT THE DEFENDANT'S INTEREST THEREIN, AND ANY INTEREST WHICH THE DEFENDANT MAY CLAIM TO ANY PROPERTY ACQUIRED BY THE PARTIES DURING THEIR MARRIAGE, WAS OBTAINED SOLELY BY THE DEFENDANT FROM OR THROUGH THE PLAINTIFF DURING THEIR MARRIAGE AND IN CONSIDERATION OF THE MARRIAGE AND AN ORDER SHOULD BE ENTERED HEREIN RESTORING ALL OF SAID PROPERTY TO THE PLAINTIFF AND ORDERING DEFENDANT TO CONVEY ALL OF HER RIGHT, TITLE AND INTEREST IN AND TO THE REAL ESTATE MENTIONED HEREIN TO THE PLAINTIFF AND FURTHER ORDERING THAT UPON DEFENDANT'S FAILURE TO DO SO WITHIN THIRTY DAYS AFTER THE ENTRY OF JUDGMENT HEREIN THAT THE COMMISSIONER OF THIS COURT, BY PROPER DEED, CONVEY SAID INTEREST TO THE PLAINTIFF ON BEHALF OF THE DEFENDANT.

6. THE PLAINTIFF EXPRESSLY ABANDONS AND WITHDRAWS ANY CLAIM FOR TERMINATION OF DEFENDANT'S PARENTAL RIGHTS WHICH MAY BE CONTAINED IN HIS ORIGINAL COMPLAINT FILED HEREIN.

WHEREFORE, PLAINTIFF, ANDREW WAYNE NELSON, DEMANDS JUDGMENT AGAINST THE DEFENDANT, PEGGY JOYCE NELSON:

1. GRANTING PLAINTIFF AN ABSOLUTE DIVORCE FROM THE BONDS OF MATRIMONY FROM THE DEFENDANT.
2. AWARDING PLAINTIFF THE CARE, CUSTODY AND CONTROL OF THE INFANTS INVOLVED HEREIN, NAMELY, HUGO OWEN NELSON, A MALE INFANT NOW 5 YEARS OF AGE, AND KIT LYNN NELSON, A MALE INFANT NOW 2 YEARS OF AGE.
3. ORDERING DEFENDANT, PEGGY JOYCE NELSON, TO CONVEY BY A PROPER DEED OF CONVEYANCE ALL OF HER RIGHT, TITLE AND INTEREST IN AND TO THE REAL ESTATE DESCRIBED HEREIN, AND FURTHER ORDERING THE COMMISSIONER OF THE COURT TO MAKE SUCH CONVEYANCE ON BEHALF OF THE DEFENDANT UPON DEFENDANT'S FAILURE TO DO SO WITHIN THIRTY DAYS AFTER THE RENDERING OF JUDGMENT HEREIN AND FURTHER RESTORING TO THE PLAINTIFF ALL OF THE PROPERTY WHICH THE DEFENDANT OBTAINED SOLELY

BY THE DEFENDANT FROM OR THROUGH THE PLAINTIFF DURING THEIR MARRIAGE AND IN CONSIDERATION OF THE MARRIAGE.

4. GRANTING PLAINTIFF ALL OTHER RELIEF TO WHICH HE MAY APPEAR ENTITLED.

5. GRANTING PLAINTIFF THE RIGHT HEREIN TO ABANDON ANY CLAIM FOR TERMINATION OF DEFENDANT'S PARENTAL RIGHTS WHICH MAY BE CONTAINED IN HIS ORIGINAL COMPLAINT FILED HEREIN.

THIS 17 DAY OF August, 1970.

VAUGHN & MONHOLLON
ATTORNEYS AT LAW
111 SOUTH MAIN STREET
MADISONVILLE, KENTUCKY
ATTORNEY FOR PLAINTIFF

BY: *Damon Vaughan*
ATTORNEY FOR PLAINTIFF

CERTIFICATE

I CERTIFY THAT THE PLAINTIFF'S FIRST AMENDED COMPLAINT WAS SERVED UPON THE DEFENDANT BY DELIVERING A COPY OF SAME TO THE DEFENDANT ON THE 17th DAY OF August, 1970.

THIS 17th DAY OF August, 1970.

Damon Vaughan
ATTORNEY FOR PLAINTIFF

SERVICE ACKNOWLEDGED:

Peggy Joyce Nelson
PEGGY JOYCE NELSON, DEFENDANT

Received from the
hands of Carl Coburn
and

Notary: Helen Heblin
Fee \$14.00
To Be Expd as Costs

OCT 28 1970
FILED

NOTED ON DOCKET

ATT: Wallace Kingston
CLERK HOPKINS CIRCUIT COURT
By: Billy C. ...

HOPKINS CIRCUIT COURT
Civil Action No. 6827

ANDREW WAYNE NELSON

PLAINTIFF

v.

DEPOSITION FOR PLAINTIFF

PEGGY JOYCE NELSON

DEFENDANT

The deposition of the plaintiff, Andrew Wayne Nelson, was taken at the law offices of Vaughn & Monhollon, 111 South Main Street, Madisonville, Kentucky, at 1:30 P.M., October 21, 1970, said testimony to be used as evidence in this action.

The plaintiff was present in person and by counsel and the defendant was neither present in person nor by counsel.

The plaintiff, Andrew Wayne Nelson, after first being duly sworn, according to law, stated as follows:

EXAMINATION BY HON. DAMON A. VAUGHN, ATTORNEY FOR THE PLAINTIFF:

1. Your name is Andrew Wayne Nelson, the plaintiff in this action in which you are seeking a divorce from the defendant, Peggy Joyce Nelson?

A. Yes sir.

2. When were you and the defendant married?

A. In 1963.

2. Where were you married?

A. In Hanson.

3. That's in Hopkins County, Kentucky?

A. Yes.

4. And have you been married to each other ever since that time?

A. Yes, we have.

5. When did you separate?

A. We separated in May, in fact, May 3, 1970.

6. Have you lived together since that time?

A. No.

7. For one year next before the commencement of this action have you and the defendant been actual and continuous residents of Hopkins County, Kentucky?

A. Yes sir.

8. And, of course, the Commonwealth of Kentucky .

A. Yes.

9. How long have you lived in Kentucky?

A. All my life.

10. How old are you?

A. I'm 30 years old.

11. Did the things of which you complain in this case occur, accrue and exist in Kentucky within five years next before the commencement of this action?

A. Yes.

12. What children were born as a result of this marriage?

A. Two boys.

13. What are their names and ages?

A. Hugo Owen Nelson, six years old and Kit Lynn Nelson, two years old.

14. Who has the care, custody and control of these children now?

A. I do.

15. How long have you had the care, custody and control of these children?

A. All their lives.

16. Do you know where the defendant is now living?

A. Not for sure.

17. Do you know where she was living at the time you filed this suit?

A. I know she lived in Dawson Springs, Kentucky, but I don't know for sure where in Dawson.

18. Do you know whether or not she has left the State of Kentucky since this suit was filed?

A. I have heard she is living in White Plains now but I sure don't know for sure.

19. Have you and the defendant entered into an agreement relative to the custody of the children and the settlement of your property rights?

A. Yes, we have.

20. And is it the desire of both of you that this agreement be made a part of any judgment entered in this action?

A. Yes.

21. Did you and the defendant acquire some real estate in Hopkins County during your marriage?

A. Yes.

22. Where is this real estate?

A. On Livingston Street in Hanson, Kentucky.

23. Was any interest which the defendant may have in that property acquired other than solely from or through your marriage?

A. No sir.

24. Are you asking the Court to restore that property to you?

A. Yes sir.

25. Mr. Nelson, you have alleged as grounds for divorce that the defendant has behaved toward you habitually for not less than six months in such a cruel and inhuman manner as to indicate a settled aversion for you and so as to destroy permanently your peace or happiness. Tell the Court what caused you to make these allegations and what caused you to seek this divorce.

A. She wouldn't and didn't stay home and take care of the kids and she never cooked any meals -- there was never anything to eat or anything done around the house, she just didn't stay home at all. She was very dissatisfied with living with me and the children and things just kept getting

that the witness was first sworn before giving his testimony.

Plaintiff was present in person and by counsel and defendant was neither present in person nor by counsel, having heretofore waived service herein.

Given under my hand and notarial seal this the 21st day of October, 1970.

My commission expires: 2-11-71.



NOTARY PUBLIC, HOPKINS COUNTY, KY.

NOTARY FEE:	\$10.00
5 pages 80¢	<u>4.00</u>
	\$14.00

OCT 30 1970

HOPKINS CIRCUIT COURT
Civil Action No. 497

FILED
NOTED ON DOCKET

Walter E. Hester
By: Mary Ann Hester, D.C.

ANDREW WAYNE NELSON

v.

MOTION FOR JUDGMENT

PEGGY JOYCE NELSON

DEFENDANT

Plaintiff, Andrew Wayne Nelson, by counsel,
moves the Court to enter Judgment in the above styled action.

This 29 day of October, 1970.

VAUGHN & MONHOLLON
Attorneys at Law
111 South Main Street
Madisonville, Kentucky
Attorneys for Plaintiff

By: *Richard McCall*
ATTORNEY FOR PLAINTIFF

CERTIFICATE

I certify that service of the above Motion upon
the defendant has heretofore been waived herein.

Richard McCall
ATTORNEY FOR PLAINTIFF

HOPKINS CIRCUIT COURT
Civil Action No. _____

ANDREW WAYNE NELSON

PLAINTIFF

v.

MOTION FOR JUDGMENT

PEGGY JOYCE NELSON

DEFENDANT

Plaintiff, Andrew Wayne Nelson, by counsel,
moves the Court to enter Judgment in the above styled action.

This 29 day of October, 1970.

VAUGHN & MONHOLLON
Attorneys at Law
111 South Main Street
Madisonville, Kentucky
Attorneys for Plaintiff

By: *Robert M. Ball*
ATTORNEY FOR PLAINTIFF

CERTIFICATE

I certify that service of the above Motion upon
the defendant has heretofore been waived herein.

Robert M. Ball
ATTORNEY FOR PLAINTIFF

Recorded in D.B. 79.
D. 61-63.
11/19/70

NOV 19 1970
FILED
NOTED ON DOCKET
ATT: Wallace Kingston
CLERK HOPKINS CIRCUIT COURT.
By: Billy Summons DL

HOPKINS CIRCUIT COURT
Civil Action No. 68-27

ANDREW WAYNE NELSON

PLAINTIFF

v.

JUDGMENT

PEGGY JOYCE NELSON

DEFENDANT

This action being before the Court for the Court's action relative to the relief sought by the plaintiff in his First Amended Complaint herein and the Court having considered the pleadings and proof filed herein and having been sufficiently advised, makes the following findings of fact, conclusions of law and adjudges as follows:

FINDINGS OF FACT

1. That the defendant has been duly summoned or warned to answer herein, or has otherwise entered her appearance in this action, and that the Court has jurisdiction of the parties and the subject matter in this action to grant the relief sought in Plaintiff's First Amended Complaint.

2. That the plaintiff has been an actual and continuous resident of the Commonwealth of Kentucky for more than one year next before the commencement of this action.

3. That the cause of divorce set out herein occurred or existed within five years next before the commencement of this action within the Commonwealth of Kentucky.

4. That the defendant has habitually behaved toward the plaintiff for not less than six months in such a cruel and inhuman manner as to indicate a settled aversion to the

LAW OFFICES
VAUGHN & MONHOLLON
111 SOUTH MAIN STREET
MADISONVILLE, KY.
42431

plaintiff or to destroy permanently the peace or happiness of the plaintiff.

5. That two children were born as a result of this marriage, namely, Hugo Owen Nelson, six years of age and Kit Lynn Nelson, two years of age, both being male infants.

6. That the parties herein have agreed relative to property, alimony and other related rights, said agreement reduced to writing and executed by the parties on the 17th day of August, 1970, and filed in the record herein, and being in words and figures as follows:

" HOPKINS CIRCUIT COURT
Civil Action No. _____

ANDREW WAYNE NELSON PLAINTIFF
v. APPEARANCE AND WAIVER AND AGREEMENT
PEGGY JOYCE NELSON DEFENDANT

Comes the defendant, Peggy Joyce Nelson, and enters her appearance in the above styled action.

The defendant says that she has examined the plaintiff's Complaint and First Amended Complaint filed herein and does not desire to make any defense to the allegations contained therein, therefore she waives notice of and action on all Motions which may be made in this action, including the notice of the taking of depositions to be used herein. The defendant consents that this case may be submitted and heard at any time in term or in the chambers without further notice to her.

AND FURTHERMORE;

The plaintiff, Andrew Wayne Nelson, and the defendant, Peggy Joyce Nelson, herein agree as follows:

WITNESSETH: That

WHEREAS, various and diverse disputes and unhappy differences render it impossible for them to continue living together as husband and wife and an action for divorce is now pending in the Hopkins Circuit Court, and

WHEREAS, it is the mutual desire of the plaintiff and defendant to make permanent, complete

and final settlement of all their rights of every character and nature whatsoever;

NOW, THEREFORE, the parties agree as follows:

1. The plaintiff, Andrew Wayne Nelson, shall be awarded the care, custody and control of the infant children born as a result of this marriage, namely; Hugo Owen Nelson and Kit Lynn Nelson; the parties agree that the defendant shall have the right to be visited by said infants one day each week at the home of the defendant's mother, Ola Fork, the defendant to call for said children at the place where they are being kept by the plaintiff on each visitation day and said children to be returned to that place by the defendant at the end of said day.
2. It is further agreed by and between the parties that the defendant may present gifts to said children at any time.
3. It is further agreed by and between the parties that the defendant will immediately, after the execution of this instrument, execute the deed conveying all of defendant's right, title and interest to all real estate acquired by the parties during this marriage.
4. It is further agreed that the plaintiff will surrender to the defendant all of the personal property claimed by the defendant now in the possession of the plaintiff.
5. It is further agreed that the plaintiff will not seek a termination of the defendant's parental rights in this action.
6. The parties further agree that the plaintiff will not communicate or attempt to communicate with the defendant at any place or in any manner.
7. It is further agreed between the parties that when this agreement has been executed and complied with that each will have restored to the other all property which should be restored which either has obtained directly or indirectly from the other in consideration of or by reason of this marriage.
8. The parties further agree and request that this agreement be made a part of any Judgment the Court may render herein.
9. It is further agreed between the parties that the plaintiff assumes and agrees to pay all indebtednesses incurred by and between the parties during their marriage, up to the date of their separation on May 3, 1970.

10. It is further agreed by and between the parties that the plaintiff shall pay the attorney fee and costs of this action.

11. It is further agreed that at the execution and upon the compliance with this agreement each party hereto releases and fully discharges the other from all other claims each may have against the other by reason of this marriage or otherwise, not mentioned herein.

IN WITNESS WHEREOF, the parties hereto have set their hands on this 17 day of August, 1970.

<u>/s/ Damon A. Vaughn</u> Witness	<u>/s/ Andrew Wayne Nelson</u> Plaintiff
<u>/s/ Carol Coburn</u> Witness	<u>/s/ Peggy Joyce Nelson</u> Defendant

Subscribed and sworn to before me by the plaintiff, Andrew Wayne Nelson, and the defendant, Peggy Joyce Nelson, on this 17 day of Aug., 1970.

My commission expires: 2/10/74.

/s/ Carol Coburn
NOTARY PUBLIC, HOPKINS COUNTY, KY."

7. That the plaintiff be and he is hereby adjudged to be entitled to divorce from the bonds of matrimony with the defendant and he is entitled to be restored to all rights and privileges of an unmarried person.

CONCLUSIONS OF LAW

1. That the plaintiff, Andrew Wayne Nelson, be and he is hereby divorced from the bonds of matrimony from the defendant, Peggy Joyce Nelson.

2. The plaintiff, Andrew Wayne Nelson, is awarded the care, custody and control of the two infants involved herein, namely, Hugo Owen Nelson, a male infant now six years old and Kit Lynn Nelson, a male infant now two years old.

3. That the visitation rights of the defendant have been settled in accordance with the agreement incorporated herein and made a part hereof.

4. That all other rights of the parties relative to property and other related matters have been settled in accordance with the Agreement incorporated herein and made a part hereof.

This 19th day of Nov., 1970.


JUDGE HOPKINS CIRCUIT COURT

Executed the within summons by del a true copy thereof to PEGGY JOYCE NELSON this
the 12 day Aug 1970.

Charles R Crafton Sheriff
BY Norman Chambliss DS
Norman Chambliss

CIVIL SUMMONS

No. 6827

Andrew Wayne Nelson

Plaintiff,

against

Peggy Joyce Nelson

Defendant.

TO WITHIN TWENTY DAYS

Fee For Serving \$ _____

Vaughn & Monhollon
Attorney for Plaintiff.

HOPKINS CIRCUIT COURT

File No. 6827

Andrew Wayne Nelson

PLAINTIFF,

vs.

Peggy Joyce Nelson
c/o New Dawson Rest Home
Trim and Water Streets
Dawson Springs, Ky.
SUMMONS

DEFENDANT.

THE COMMONWEALTH OF KENTUCKY
TO THE ABOVE - NAMED DEFENDANT:

You are hereby summoned and required to appear and defend this action within 20 days after service of this summons upon you, exclusive of the day of the service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

The name and address of the plaintiff's attorney is Vaughn & Monhollon
Madisonville, Ky.

Wallace E. Kington

Clerk of the Hopkins Circuit Court

Dated August 4th, 1970

Reba Kington
Deputy Clerk

ATTN: