HAROLD B. PORTER) IN THE FOURTH CIRCUIT COURT OF DAVIDSON
)
VS.) COUNTY, TENNESSEE
)
VIRGINIA L. PORTER) NO. 50849

15D 18450
Parcel No 239
Map 61-15

DECREE

This cause came on to be heard on April 19, 1968 before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee upon the original bill, answer and cross-bill, answer thereto, with the cause proceeding to trial as an uncontested matter upon the cross-bill, pursuant to a decree of Court, witnesses heard in open Court, statement of counsel and upon the entire record. From all of which the Court finds that the allegations in the cross-bill are sustained by the proof, that is, the cross-defendant, Harold B. Porter is guilty of such cruel and inhuman treatment toward cross-complainant as to render further cohabitation unsafe and improper for her to cohabit with him and be under his dominion and control.

It is ORDERED and DECREED that the original bill be and the same is hereby dismissed.

It is further ORDERED and DECREED that the bonds of matrimony heretofore subsisting between the parties be and are hereby dissolved and the cross-complainant, Virginia Porter is awarded an absolute divorce from the cross-defendant, Harold B. Porter and she is restored to all the rights and privileges of an unmarried person.

It is further ORDERED and DECREED that the custody of the minor child be and is hereby granted to cross-complainant, with reasonable visitation rights reserved to the cross-defendant. The cross-defendant will pay to the Clerk of this Court the sum of $21.00 each week as child support, and the Clerk, after deducting his lawful commission, will distribute the balance to cross-complainant for the support of the minor child.

It further appears to the Court that the parties have entered into a property settlement agreement, which is in words and figures as follows:

Property settlement

> Whereas the complainant, Harold B. Porter, presently has pending for absolute divorce in the above styled cause and whereas there is one minor child born to this union and whereas the parties have acquired certain real estate and personal property and being of the opinion that they cannot live together and wishing to agree upon a property settlement, an agreement hereto has been reached as evidenced by the respective parties, they hereby agree, subject to the approval of this Honorable Court, that the property will be vested as follows:
>
> 1. That the exclusive care, custody and control of the minor child of the parties, Steven R. Porter, shall be vested in the defendant and that the complainant be awarded reasonable visitation

privileges.

2. That the home of the parties located at 3907 Katherine Street which is owned by the parties hereto as tenants by the entireties as of record in Book 2019, page 397, and being more particularly described as:

A certain tract or parcel of land in Davidson County Tennessee, being Lot No. 75 on the Map of M.N. Young's Inglewood Annex, as of record in Book 547, page 197, R.O.D.C., Tennessee.

Said Lot No. 75 fronts 55 feet on the northerly line and 148 feet 9 inches on the southerly line to a dead line in the rear on which it measures 55 feet.

Being the same property conveyed to Harry Dotson & wife, Delia Dotson, by deed from Richard M. Smith & wife, of record in Book 1877, page 290, R.O.D.C. Tennessee.

and that said property shall be divested out of the complainant and vested into the defendant, Virginia L. Porter and that defendant shall assume and pay any mortgage, lien or encumbrances thereon.

3. That all of the furniture and household belongings now in the home at 3907 Katherine Street be divested out of complainant and vested into the Defendant.

4. That the property located in Rutherford County and being more particularly described as:

Tract No. 22, beginning at an iron pin in the center of Buckeye Bottoms Road the same being the common corners of tracts 21 & 22; thence with the line between said tracts 21 & 22 North 49 degrees 25 feet East 235 feet to a stake an old established fence line; thence South 4 degrees 28 feet East 458 to an iron pin in the center of Buckeye Bottoms Road North 31 degrees West 165 feet to an iron pin; thence north 31 degrees 39 ft. west 105 feet to an iron pin; thence North 40 degrees 35 feet West 102 feet to an iron pin; thence North 40 degrees 35 feet west 113 feet to an iron pin in the point of beginning, and containing one acre more or less.

be divested out of the complainant and vested solely into the defendant, Virginia L. Porter. Defendant assumes and agrees to pay any lien or encumbrances thereon.

5. That a burial plot in Benton County, Iowa, which is owned by the parties as tenants by the entireties and being more particularly described as:

A tract of land lying and being situated in Benton County, Iowa, same being Lot No. 5 in the Block No. 8 second addition in the cemetery of said Association, situated in the city of Belle Plaine, County of Benton, State of Iowa, which lot is delineasted and laid down on the Register'map or plan of said cemetery in possession of said Association and has been therein designated by the number of lot and block in said cemetery containing two hundred and sixteen square feet (216) superficial feet.

be divested out of the complainant and vested solely into defendant.

Defendant assumes and agrees to pay any lien or encumbrances thereon.

6. That the parties hereto have a savings account in the Commerce Union Bank with the approximate balance of $3,000.00 and being the account no._____ and the same shall be divested out of the complainant and vested solely in the defendant's name.

7. That the parties agree that the business establishment located in Lebanon, Tennessee and known as Mr. Chicken, is owned by Charles E. Porter and that the parties herein have no interest of any kind or nature in and to said business and further that the business known as Burger Boy No. 9 has been bold by the parties and the defendant is to be relieved of any outstanding obligations on the said business and the complainant, Harold B. Porter agrees to hold her harmless on said debts against the said business however, the said Harold B. Porter agrees that if, after payment of all the debts, any equity remains in the said business, it is to be paid to Virginia L. Porter.

8. That the business in Madison, Tennessee, more commonly known as Burger Boy Number 7, be divested out of the defendant and vested solely in the complainant with the understanding that the complainant assumes and agrees to pay any and all indebtedness thereon and to hold the defendant harmless from any action on said business.

9. It is agreed by and between the parties that the defendant resign from the Burger Boy Incorporated and relinquish any stock which she may have and any position as either an officer or director of said corporation and that the defendant will execute any and all instruments necessary for the effecting of this transfer.

It is understood by and between the parties that all of the above is conditioned upon the defendant obtaining an divorce from the complainant on the grounds of cruel and inhuman treatment and that in the event defendant shall fail to prosecute said action, then the agreement shall not be of any force and affect.

s/ Harold B. Porter
Harold B. Porter

s/ W.E. Porter
Sol. for complainant

s/ Virginia L. Porter
Virginia L. Porter

s/ Earl McNabb
Sol. for defendant

The Court finds this agreement if fair, just and equitable and approves the same.

It is accordingly ORDERED that this agreement be and is hereby made the judgment of this Court and all parties will execute all documents to effectuate this agreement.

Cross-defendant will pay the costs of this cause and a fee to Earl A. McNabb, Solicitof for cross-complainant in the amount of $250.00.

JUDGE

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BOOK 4341 PAGE 616

IDENTIF. REFERENCE

JUN 12 9 25 AM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

JUN 12 MISC 8* 6.00 * 6.00

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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 of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between HAROLD B. PORTER Plaintiff, and VIRGINIA L. PORTER 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 28th day of August in the year one thousand nine hundred and sixty-eight and in the 193rd year of American Independence.

GEORGE L. ROOKER, Clerk.

By Hayle Jennings, D. C.