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153/716

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

Map 116-9
Par 72

ELEANOR FRANCES HOVEY BRANSFORD,	)	
Complainant,	)	
Vs.	)	NO. 57102
McGAVOCK DICKINSON BRANSFORD,	)	
Defendant.	)	

FINAL DECREE

This cause came on to be heard before the Honorable Shelton Luton, Judge, holding the Probate Court for Davidson County, Tennessee, at Nashville, on the 10th day of February, 1970, upon the Original Bill of the Complainant, the Answer of the Defendant thereto, testimony of the Complainant and her witnesses heard in open Court, statement of counsel and the entire record; from all of which it appears to the satisfaction of the Court that the Defendant, McGavock Dickinson Bransford, has been guilty of such cruel and inhuman treatment or conduct toward Complainant as renders it unsafe and improper for her further to cohabit with him and for her to be under his dominion and control.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the Complainant, Eleanor Frances Hovey Bransford, be and she is hereby granted an absolute divorce and the bonds of matrimony heretofore subsisting are now and forever perpetually dissolved and she is restored to all the rights and privileges of an unmarried person.

And it further appearing to the Court that the Complainant and Defendant executed a property settlement

agreement, which has been filed and made a part of the record in this cause and which is in words and figures as follows:

"A G R E E M E N T

This agreement made in Nashville, Tennessee on the 31st day of December, 1969, by and between Eleanor Frances Hovey Bransford and McGavock Dickinson Bransford, both of whom are legal residents of Nashville, Davidson County, Tennessee, hereinafter referred to as complainant and defendant, respectively.

W I T N E S S E T H:

WHEREAS, the defendant and complainant are husband and wife; and

WHEREAS, complainant has filed a Bill for Absolute Divorce against the defendant and said matter is now pending in the Probate Court for Davidson County, Tennessee under Appearance No. 57102; and

WHEREAS, the complainant and defendant through their respective solicitors have agreed upon a settlement agreement insofar as it is proper for them to do so consisting of alimony, both pendente lite and permanent, as well as alimony in solido and support and maintenance of the parties' minor children, custody of said minor children, and the parties' respective property rights, and said parties desire to reduce such settlement to written form and present same to the aforesaid Court for approval at the time of the hearing of said cause; and

WHEREAS, the defendant is at the present time providing for alimony pendente and support and maintenance for the complainant and the minor children of the parties, respectively, and represents that he will continue to do so under the terms of this agreement and further as required by any order of this Court after a final hearing of said cause.

NOW, THEREFORE, for and in consideration of the promises and agreements hereinafter set forth, the parties agree as follows:

1. Effective for the month of December, 1969, and continuing monthly thereafter, subject to the approval of the Court, until the complainant remarries or dies, whichever event occurs sooner, the defendant agrees to pay to said complainant the sum of Five Hundred ($500.00) Dollars per month as permanent and pendente lite alimony and the parties agree that said monthly payment of $500.00 may be made by defendant directly to complainant in lawful currency of the United States of America and it shall be paid on or before the 10th day of each month.

2. Defendant will pay to complainant the sum of Seven Hundred Fifty ($750.00) Dollars per month for child support and maintenance for all of the four (4) children of the parties, or the monthly sum of One Hundred Eighty-seven and 50/100 ($187.50) Dollars monthly for each of the said children, so long as they shall reside with and be in the custody of complainant, and said monthly payments for the support and maintenance of the children will be made by the defendant directly to the complainant, in lawful currency of the United States of America on or before the 10th day of each month, commencing with the month of December, 1969, and continuing monthly thereafter. It is agreed by and between the parties that in no event will the defendant be required to make said support and maintenance payments for said children after each one attains the age of twenty-one (21) years.

In the event one or all of said children should no longer reside with complainant, then the obligation of the defendant to make said support and maintenance payments to complainant for the parties' children shall abate ratably, or

entirely, as the case may be, but it is expressly understood that the sum shall never be less than $500.00 per month so long as two (2) of said children remain in her custody.

It is agreed by and between the parties that the amount hereinabove set forth for the support and maintenance of each child represents, and will continue to represent, more than fifty (50%) percent of the entire amount necessary for the support and maintenance for each of said children and that, therefore, the defendant shall be entitled to claim all of said children as dependents, and thus exemptions, for United States Income Tax purposes.

3. The complainant and defendant agree that if the complainant is not granted a divorce in said Court during the calendar year of 1969, they will execute a joint U. S. Income Tax Return for said year and each party promises to do any and all necessary acts in connection therewith.

4. Complainant shall have the exclusive care, custody and control of the parties' four (4) minor children, subject to reasonable visitation rights in the defendant. Complainant and defendant agree that the defendant's right to visit said children shall be clear and unfettered and he may take said children or any of them with him for visitation purposes at all reasonable times and places.

5. The defendant agrees to do any and all necessary acts to divest himself of all right, title and interest in and to certain improved real estate located in Nashville, Davidson County, Tennessee, which is briefly described as 5937 Long Meadow Road, Davidson County, Tennessee, to the end that said complainant will own said property in fee simple absolute as her sole and separate property. Defendant agrees that the

divestiture of his right, title and interest in said real estate may be effectuated by decree, subject to a full and complete description of said property being set forth in said decree. Complainant agrees to assume and to pay the unpaid balance of a certain promissory note which is secured by a certain deed of trust on said property and she further agrees to commence discharging said promissory note in monthly installments as of the month of December, 1969.

6. The defendant agrees to do any and all necessary acts to transfer title in and to a certain 1966 Oldsmobile Sedan to complainant and he further agrees that said transfer will be made within thirty (30) days after the entry of a final decree of divorce.

7. The defendant agrees to be divested of all right, title and interest which he may have in and to certain household goods and furnishings of the parties to the end that all right, title and interest therein will be vested in complainant as her sole and separate property with the exception of the following items, which are hereby declared to be the sole and separate property of defendant:

(a) Bransford family silver pieces and heirlooms, including the Bransford silver service and engraved goblet;

(b) The lippizan (china) horse;

(c) Two (2) antique inlaid chairs; and

(d) Defendant's father's desk.

Said household goods and furnishings are located in the residence which formerly was occupied by both of the parties, and which is located at 5937 Long Meadow Road, Nashville, Davidson County, Tennessee.

8. Defendant agrees to maintain complainant as the sole beneficiary of a policy or policies of life insurance on

his life with a face value of $50,000.00 so long as complainant may live or until her remarriage, whichever event occurs sooner. Defendant also agrees to name the parties' minor children as joint and primary beneficiaries of a policy or policies of insurance having a minimum face value of $100,000.00. Said policy or policies of life insurance in favor of the parties' minor children shall decrease ratably as each of said children attains the age of twenty-one (21) years.

Defendant agrees to maintain adequate health and hospitalization insurance for the four (4) minor children of the parties and the complainant agrees to be responsible for medical bills which exceed the insurance which is provided in this paragraph.

The defendant will pay all premiums on the life insurance and health and hospitalization insurance provided in this section of the agreement and shall have the authority to determine the company or companies with whom such coverage is maintained; and he shall retain ownership of all of said policies required under the terms of this section for as long as such coverage shall be required under the terms hereof.

9. Defendant agrees to bear the expense of a private education for the parties' four (4) minor children, said expense being at this time in the approximate amount of $3,500.00 per year, and he further agrees to pay the expenses incident to each child's summer camp activities. Complainant and defendant agree that the defendant shall have, however, the approval authority as to the selection of the schools which the children will attend and of the arrangements for their summer camp activities.

10. The defendant agrees to do any and all necessary acts to transfer ownership of 1,068.6 shares of common stock

in Building Industries, Inc. to the complainant as partial alimony in solido and said transfer shall in no event take place later than thirty (30) days after the entry of a final decree of divorce in favor of complainant.

11. The defendant agrees to pay to A. B. Neil, Jr., Solicitor for Complainant, a reasonable attorney's fee for all services rendered to said complainant in said divorce proceeding. The complainant acknowledges that her said solicitor has already received the sum of One Thousand ($1,000.00) Dollars in the form of an attorney's fee and that said amount should be credited on the amount determined herein to be reasonable for the entire services of said solicitor. Said amount covering complainant's solicitor fee is considered by both parties as partial alimony in solido.

12. It is agreed by and between the parties hereto that this agreement shall be effective as of December 1, 1969, and it is subject only to final approval by the Probate Court for Davidson County, Tennessee.

SIGNED on this the 31st day of December, 1969, at Nashville, Davidson County, Tennessee.

S/Eleanor Frances Hovey Bransford
Eleanor Frances Hovey Bransford
Complainant

S/A. B. Neil, Jr.
Witness as to Complainant

S/McGavock Dickinson Bransford
McGavock Dickinson Bransford
Defendant

S/Tom H. Proctor, Jr.
Witness as to Defendant"

And the Court being satisfied that the above set forth property settlement agreement is in all things proper and should be approved,

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the property settlement agreement executed by the complainant and defendant, which property settlement agreement is set forth hereinabove, be and it is hereby approved in all things and made the judgment of this Court as fully and completely as though each and every item therein had been separately adjudicated herein.

It is further ORDERED, ADJUDGED and DECREED by the Court that all of the defendant's right, title and interest in and to the following described real estate located in Davidson County, Tennessee, be divested out of him and vested in the complainant, the same to be hers absolutely and as her sole and separate estate:

> Land in Davidson County, Tennessee, being Lot No. 364 on the Plan of Hillwood Estates, Section 14, as of record in Book 2900, page 36, Register's Office for said County.
>
> Said Lot No. 364 fronts 175 feet on the southeasterly side of Long Meadow Road and extends back 236.3 feet on the southwesterly line and 241.4 feet on the northeasterly line to a dead line measuring 128.3 feet thereon.
>
> Being the same real property conveyed to McGavock Dickinson Bransford and wife, Eleanor Hovey Bransford from John S. Phipps and wife, Martha M. Phipps, dated April 13, 1961, filed April 14, 1961, and recorded in Book 3219, page 187, said Register's Office.

It further appearing to the Court, as evidenced by the signatures of their respective counsel to this decree, that they have agreed among themselves and with the approval of their respective clients that complainant's solicitor, A. B. Neil, Jr., should be awarded a reasonable fee for services rendered to her and that the sum of Thirty-five Hundred ($3500.00) Dollars is fair and proper, of which One

Thousand ($1,000.00) Dollars has heretofore been paid to her solicitor by the defendant, leaving a balance due of Twenty-five Hundred ($2500.00) Dollars; and;

It is accordingly ORDERED, ADJUDGED and DECREED by the Court that complainant's solicitor, A. B. Neil, Jr., have judgment against and recover from the defendant the sum of Twenty-five Hundred ($2500.00) Dollars for services rendered the complainant, the Court finding the same to be fair.

The costs of this cause will be borne by the defendant and for all of the foregoing, let execution issue if necessary.

Shelton Luton

SHELTON LUTON, JUDGE

APPROVED FOR ENTRY:

A. B. Neil, Jr.

A. B. Neil, Jr.
Solicitor for Complainant

Tom H. Proctor, Jr.

Tom H. Proctor, Jr.
Solicitor for Defendant

Mail to Neil P.
O. L. Neil Jr.
L&C Tower
Nash. Tenn
37219

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IDENTIF. REFERENCE

MAR 24 10 03 AM '70

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

MAR 24 MISC A* 15.00 * 15.00

Docket # 57102 MB 15B/716

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 correct transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Eleanor Frances Honey Bransford *Plaintiff, and* McClanock Dickinson Bransford *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* 24th *day of* March *in the year one thousand nine hundred and* Seventy *and in the* 194th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Rebecca Beckham, *D. C.*