NELLE WALKER HARWELL BOGGS )
VS. NO. 62000 ) IN THE FOURTH CIRCUIT COURT OF
JOHN CLAY BOGGS ) DAVIDSON COUNTY, TENNESSEE

MAP No. 146-16
Parcel No. 93

FINAL DECREE OF ABSOLUTE DIVORCE

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This cause came on to be heard on the 18th day of October, 1971, before the Honorable Benson Trimble, Judge, upon the original complaint for absolute divorce, personal service of process upon the defendant and the pro confesso heretofore entered, the proof of the plaintiff and her witnesses filed with the Court in the form of depositions, the Separation, Custody and Property Settlement Agreement entered into by and between the parties on the 6th day of March, 1971, and the entire record in the cause. The cause was taken under advisement for the filing of an additional deposition. In consideration of all of the foregoing, the Court is of the opinion that the proof adequately establishes that the plaintiff has grounds for divorce from the defendant, namely, that the defendant has been guilty of such cruel and inhuman treatment or conduct towards the plaintiff as renders cohabitation unsafe and improper, further rendering it unsafe and improper for her to be under his dominion and control. The Court is further of the opinion that the Separation, Custody and Property Settlement Agreement of the parties is fair and reasonable, makes proper provision for the custody and support of the minor children, and should be approved by the Court and incorporated in this final decree.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff be awarded an absolute divorce from the defendant, that the bonds of matrimony previously subsisting between the parties be absolutely and perpetually dissolved, and that the plaintiff be forever freed from the obligations thereof and restored to all the rights and privileges of an unmarried person.

In accordance with the terms of the Separation, Custody and Property Settlement Agreement between the parties, the Court further decrees as follows:

1. The plaintiff shall have custody of Janet Boggs and Nanciann Boggs, the minor children of the parties, with reasonable rights of visitation reserved to the defendant. For the maintenance and support of the children, the defendant shall pay to the plaintiff the sum of $400.00 per month, of which $200.00 is allocated to each child. Payments shall be made by bank cashier's checks. The amount paid for the support of each child shall terminate when that child becomes twenty-one or is earlier emancipated by marriage or becoming self-supporting.

The payments of child support shall be made on the first day of each month in advance.

2. All right, title and interest of the defendant in and to the home of the parties at 483 Brentlawn Road, Nashville, Tennessee, and all furniture and household furnishings located therein, is hereby divested out of him and vested absolutely in the plaintiff, Nelle Walker Harwell Boggs. The said property is more fully described as follows:

> Land in Davidson County, Tennessee, being Lot No. 106 on the Plan of Brentwood Hall, Section 5, as of record in Book 2133, Page 127, Register's Office for said County.
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> Said Lot No. 106 fronts 111 feet on the southerly side of Brentlawn Road and runs back 184.1 feet on the easterly line and 175.8 on the westerly line to a dead line, measuring 111 feet thereon.
>
> Being the same property conveyed to John Clay Boggs and wife, Nelle Harwell Boggs, by deed from Joe Zeitlin and Martin L. Zeitlin, doing business as Martin Construction Company, of record in Book 2448, Page 173, Register's Office for said County.

Vesting of title in the plaintiff by this decree shall be subject to the Deed of Trust on the property, and all restrictive covenants, easements and set-back lines that are applicable to the property.

3. The defendant having heretofore transferred to the plaintiff the title to the 1966 Ford automobile of the parties, no further order is required in this regard.

4. With respect to the 300 shares of fully paid-up Genesco stock owned by the parties, and the additional 100 shares still being paid for, distribution shall be made as follows: (a) 250 shares of paid-up stock shall be transferred to Nelle Walker Harwell Boggs, to belong to her separately; (b) 50 shares of paid-up stock shall be transferred to the defendant, John Clay Boggs, to belong to him separately; and (c) the 100 shares still being paid for shall be transferred to the defendant, who will assume the unpaid balance.

5. The 1968 Volkswagen automobile belonging to the defendant shall remain his absolute and separate property, free and clear of any right or claim by the plaintiff.

6. With respect to bank accounts of the parties, the following distributions have heretofore been made in accordance with the agreement of the parties, and are approved and confirmed by the Court:

(a) The individual savings account in the name of the plaintiff, saved from her earnings, shall belong to her absolutely, free and clear of any claim by the defendant;

(b) The two savings accounts in the name of the plaintiff for the respective children of the parties shall remain in her name for the benefit of the children;

(c) The joint savings account of the parties has heretofore been divided and is held by the respective parties for the following uses and purposes:

(1) $2,500.00 has been placed in each of two separate savings accounts in the name of the plaintiff for the benefit of the respective children of the parties; these funds are intended primarily for use in meeting the expenses of the children in attending college; but in the event of a family emergency, the plaintiff, in the exercise of reasonable discretion, may withdraw funds from these accounts to meet the emergency;

(2) $3,500.00 which has been set apart to the plaintiff for her sole benefit shall be free and clear of any claim of the defendant;

(3) $2,000.00 which has been set apart to the defendant for his sole benefit shall be free and clear of any claim of the plaintiff;

(4) The remainder in the account, including any accrued interest, which has been retained by the plaintiff, shall be applied by her to the payment of court costs in this cause; and

(5) Any amount remaining above the payment of court costs shall be divided equally between the parties.

7. Any right, title and interest of the defendant in and to a four grave cemetery lot at Woodlawn Cemetery is hereby divested out of defendant and vested absolutely in the plaintiff. If any legal documents to accomplish this transfer are required by Woodlawn Cemetery, the defendant will execute

such documents as may be required to accomplish the transfer.

8. The shares of Genesco Credit Union shall belong absolutely to the defendant, free and clear of any claim by the plaintiff.

9. The shares of Charter Company stock shall belong absolutely to the defendant, free and clear of any claim by the plaintiff.

10. With respect to Mutual Benefit Life Insurance Company policies #3-255-456 and #3-335-053, both on the life of the defendant, the rights and obligations of the parties shall be as follows: (a) The defendant has heretofore irrevocably designated the plaintiff as the beneficiary of the death benefits, with the children as contingent beneficiaries; (b) The defendant will keep the policies in full force and effect by paying all premiums when due; (c) No policy loan shall be made against the policies without the agreement of both parties, plaintiff and defendant; (d) Dividends on the policies shall be allowed to remain with the company at interest; and (e) In the event that the defendant should receive retirement benefits from these policies during his lifetime, one-half of all such benefits shall be paid to the plaintiff.

11. The defendant will maintain in effect hospitalization and medical insurance coverage for his dependents, paying all necessary premiums upon such policies.

12. The terms of item 12 of the Separation, Custody, and Property Settlement Agreement having heretofore been carried out between the parties, no further order is required with respect thereto.

13. The agreement between the parties, and the terms of this decree predicated thereon, are based upon the defendant's present financial resources and income. In the event that the defendant's present disability should terminate and he should return to work, with a consequent increase in income, the amounts to be paid for monthly child support under item 1, above, shall be increased proportionately. In the event that the defendant's responsibility for child support under item 1, above, has terminated by reason of a child's attaining age 21, but that child has not completed college, then the defendant shall pay to the plaintiff the sum of $100.00 per month for college expenses for that child until college has been completed, or until the defendant has paid $100.00 per month for twelve months, whichever event comes first.

14. Except for the dividions, transfers and payments expressly set forth in this decree, each party is released from any claim or demand by the other.

The costs of this cause shall be paid from funds in the hands of the plaintiff as set forth in item 6 (c) (4), as set forth above. In the event the said funds in the hands of the plaintiff are inadequate to pay the costs, then any unpaid portion shall be taxed to the defendant, for which execution may issue if necessary.

Benson Trimble
JUDGE

APPROVED FOR ENTRY:
George H. Cate Jr.
Solicitor for Plaintiff

FEE IN DAVIDSON COUNTY, TENN. REGISTER'S OFFICE
DEC 9 11 39 AM '71
IDENTIF. REFERENCE
TAX $ 1.65
8407734

CERTIFICATE

George H. Cate, Jr., Solicitor for the plaintiff, hereby certifies that a copy of the foregoing Decree has been mailed, postage prepaid, to the defendant, John C. Boggs, at Apartment L-11, Madison Square Apartments, East Webster Street, Madison, Tennessee 37115, this ~~29th~~ 1st day of ~~October~~ November, 1971.

George H. Cate Jr.
George H. Cate, Jr.

## 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* NELLE WALKER HARWELL BOGGS *Plaintiff, and* JOHN CLAY BOGGS *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* 9th. *day of* DECEMBER *in the year one thousand nine hundred and* seventy-one *and in the* 196th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Jessie Smith, D. C.

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