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744/1431

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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

HUGH M. HAYNES, JR.)
)
VS.) No. 60238
)
DORISE TURNER HAYNES)

145-14
44
118-9
78 pw

FINAL DECREE

This cause came on to be heard finally on the 9th day of December, 1971, before the Honorable Benson Trimble, Judge, upon the pleadings, testimony of the parties and witnesses, argument of counsel and upon the entire record, whereupon the Court rendered the following opinion by memorandum on January 18, 1972, the cross complainant, Dorise Turner Haynes, being referred to as "the plaintiff," and the cross defendant, Hugh M. Haynes, Jr., being referred to as "the defendant.":

> This cause came on to be heard upon the pleadings, upon the testimony of the principals, upon the testimony of corroborative witnesses, upon the matter being set for final argument, upon the incoming of a letter from the solicitor representing the plaintiff and the entire record herein. From all of which, the Court is of the opinion and finds as follows:
>
> The Court feels that an absolute divorce should be awarded the plaintiff on the statutorily alleged ground of cruel and inhuman treatment. Further, the Court is of the opinion that the two minor daughters of the parties custody should be committed to the plaintiff and the custody of the minor son should be committed to the defendant. As child support, the Court is of the opinion that the defendant should pay the amount of $200.00 each child per month. Further, the Court is of the opinion that the defendant should continue his insurance program in the future as he has in the past without any change of beneficiary whatsoever.

Insofar as an equitable division of the properties of the parties is concerned, the Court feels the following properties should be and become the sole property of the plaintiff, with no resulting claim thereto insofar as the defendant may be concerned: The home place located on Jefferson Davis Drive, the rental property located at 1014 Draughon Avenue; all household furnishings in the home place located on Jefferson Davis Drive; the cash in the home on Jefferson Davis Drive, as well as the coin collection and the United States Savings Bonds; the 1967 Dodge station wagon now being driven by the plaintiff; the four cemetary lots located in Woodlawn Cemetary.

The following property should be and become the sole property of the defendant, with the plaintiff having no resulting claim thereto: The business banking account now located in the First American National Bank; the tools, boat, motor, trailer and tractor; the drug store identified as #1 and all materials, et cetera, connected thereto, as well as the drug store identified as #2, with all materials, et cetera thereto.

In addition to the above, the Court feels that it would be equitable that the parties divide equally whatever may be recovered insofar as the promissory note that is now in existence on drug store #2. The mention of drug store #2 in the preceding paragraph is merely to have this interest vested in the defendant in order to effectuate the collection of the said

promissory note. When the note has been collected, it is the purpose and intent of the Court that whatever proceeds are received therefrom shall be divided equally by and between the principals. The joint savings account in the amount of $1,489.71 will be divided equally by and between the principals, as well as the Nashville Bank and Trust Company stock.

In addition thereto, the Court is of the opinion that the plaintiff shall be awarded the amount of $19,200.00 as alimony, this to be paid at the rate of $200.00 per month. Further, the Court is of the opinion that the college funds for Leigh Ann, Mike and Nancy will remain as they now are.

In addition thereto, the Court is of the opinion that the solicitor representing the plaintiff is entitled to a fee in the total amount of $6,000.00 and this shall be paid equally by each of the principals. This fee will be declared a lien upon all of the properties of the parties until it is paid in toto.

The solicitor representing the plaintiff will prepare a decree accordingly.

Dated this 18th day of January, 1972.

Thereafter, upon motion of Hugh M. Haynes, a further hearing was had whereupon the Court entered the following modifying memorandum:

This cause came on for further hearing upon additional pleadings, upon the testimony of the said Hugh Haynes, upon the argument of the solicitors and the entire record herein. From all of which, the Court is of the opinion and finds as follows:

The Court has read much of the Discovery Deposition of Hugh M. Haynes, Jr. taken on June 4, 1971, and has considered all of the matters before it,

The Court feels that, as a legitimate charge against whatever equity there may be in Haynes Pharmacy, Inc., the amount of $3,808.00 should be permitted. Also, whatever obligation there may be under the lease that was made an exhibit during this most recent hearing, should be shared by each of the parties.

In regard to the fee for the solicitory representing the said Hugh Haynes, it will be recalled that there had been no agreement evidently as to the amount of fee as there had never been a statement sent by the solicitor. Also, it must be borne in mind that the testimony of Hugh M. Haynes, Jr. in the Discovery Deposition indicated that there were no debts insofar as this operation is concerned.

The Court must, therefore, respectfully decline to allow the fee as a charge against the equity insofar as this particular business venture is concerned.

The solicitor representing the respondent will prepare an order accordingly.

Dated this 23rd day of March, 1972.

It appears to the Court that the allegations of the original bill for divorce filed by Hugh M. Haynes, Jr., against Dorise Turner Haynes have not been substantiated by the proof, but that the allegations of the cross-bill for divorce as amended filed by Dorise Turner Haynes against Hugh M. Haynes, Jr. have been substantiated by the proof, and that the cross-defendant, Hugh M. Haynes, Jr., has been guilty of such cruel and inhuman treatment or conduct which renders further cohabitation unsafe and improper for her to be under his dominion and control.

It is, therefore, ORDERED, ADJUDGED and DECREED that the cross complainant, Dorise Turner Haynes, be and is hereby granted an absolute divorce from the cross defendant, Hugh M. Haynes, Jr., and she is restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the custody of the two daughters of the parties, Leigh Ann Haynes and Nancy Katherine Haynes, be committed to the cross complainant, Dorise Turner Haynes, with the cross defendant having reasonable visitation rights with the two children.

It is further ORDERED, ADJUDGED and DECREED that the custody of the son of the parties, Hugh Michael Haynes, be committed to the cross defendant, Hugh M. Haynes, Jr., with the cross complainant having reasonable visitation rights with the son.

It is further ORDERED, ADJUDGED and DECREED that the cross defendant, Hugh M. Haynes, Jr., pay to the cross complainant, Dorise Turner Haynes, the sum of $200.00 upon the first and fifteenth day of each month, beginning February 1, 1972, as support for the two daughters of the parties.

The cross defendant, Hugh M. Haynes, Jr., is further ORDERED to continue his life and hospitalization insurance program, paying the premiums therefor, without any change of policy provisions, benefits, or beneficiaries whatsoever.

It is further ORDERED, ADJUDGED and DECREED that all right, title and interest in and to the two real properties described below together with all improvements thereon, be and hereby is divested out of the cross defendant, Hugh M. Haynes, Jr., and vested in the cross complainant, Dorise Turner Haynes, in fee simple.

(1) Land in Davidson County, Tennessee, being Lot no. 180 on the plan of Tyne Valley Estates, Section 10, as of record in Book 3700, page 136, Register's Office for Davidson County, Tennessee.

Said lot no. 180 fronts 230.29 feet on the southerly side of Jefferson Davis Drive and extends back 279.7

feet on the easterly line and 251 feet on the westerly line to a dead line measuring 180.8 feet thereon.

Being part of the same real property conveyed to Haury & Smith Contractors, Inc., by deed from H & S Development Company, Inc., of record in Book 4205, page 441, said Register's Office.

Conveyance of this property is made subject to ten-foot public utility and drainage easement, anchor easement, building setback lines to be established by City of Forest Hills and conditions of owners certificate as shown on the plan of record in Book 3700, page 136, said Register's Office, and to restrictive covenants contained in an instrument of record in Book 4173, page 193, said Register's Office.

Being the same property described in Book 4274, page 341, RODC.

(2) Being Lot no. 45 on the Map of Leonte Subdivision, not of record, and described according to a survey made by W. B. Southgate, December, 1936, and March, 1938, as follows:

Beginning at a point in the northerly margin of Draughon Avenue 320 feet west of the westerly margin of Lealand Avenue, formerly 10th Avenue, South, at the corner of Lots Nos. 44 and 45; thence with the line between said lots northerly 185 feet and 6 inches to a point; thence with the line between lots 38 and 45, westerly 100 feet to a point at the corner of Lots 45 and 46; thence with the line between said lots, southerly 187 feet 6 inches to the north margin of Draughon Avenue; thence with the margin of same, easterly 100 feet to the beginning.

Being the same property described in Deed Book 3026, Page 407, RODC.

It is further ORDERED, ADJUDGED and DECREED that all right, title and interest which the cross defendant, Hugh M. Haynes, Jr., has in and to the cash in the home ($2,000.00), the household furnishings in the Jefferson Davis Drive residence of the parties, and coin collection of the parties, and all United States Savings Bonds owned by the parties, and the 1967 Dodge automobile of the parties, and the four cemetary lots and policies at Woodlawn Cemetary, be and hereby is divested out of the cross defendant and vested exclusively and in fee in the cross complainant, Dorise Turner Haynes.

It is further ORDERED, ADJUDGED and DECREED that all right, title and interest which the cross complainant has in and to the following described properties be and is hereby divested out of the cross complainant and vested in the cross defendant, Hugh M. Haynes, Jr.: The parties' account in the First American National Bank, Nashville; the tools, boat, motor, trailer and tractor; and all inventory, accounts, et cetera connected with Haynes Pharmacy, Partnership, 2937 Nolensville Road, and all stock of Haynes Pharmacy Number 2, Inc., a Tennessee Corporation. Notwithstanding anything above to the contrary, the cross defendant, Hugh M. Haynes, Jr., is specifically ordered to diligently collect the payments due on two notes dated August 29, 1970, one in the principal sum of $48,100.00 and one in the principal sum of $7,000.00 made by Northside Enterprises, Inc., and stockholders thereof, payable to Haynes Pharmacy Number 2, Inc., and Hugh M. Haynes, Jr, will credit $3,808.00 of the money collected on the notes to Haynes Pharmacy, Inc., and thereafter pay to cross complainant, Dorise Turner Haynes, one-half of all sums paid on the notes, including any extensions, renewals, assignments or renegotiations thereon. To the extent of her one-half interest in and to the proceeds of the said note as described above the cross complainant shall have a lien on the stock of Haynes Pharmacy Number 2, Inc. and the inventory, furniture and fixtures pledged by the makers to secure the said note.

It is further ORDERED, ADJUDGED and DECREED that the account of the parties at the Third National Bank in Nashville, and all Nashville Bank and Trust Company stock owned by the parties become one-half the property of the cross complainant and one-half the property of the cross defendant and that the bank accounts for the three children of the parties remain undisturbed by either party.

It is further ORDERED, ADJUDGED and DECREED that the cross defendant pay to the cross complainant, Dorise Turner Haynes, the sum of $19,200.00 as alimony, this sum to be paid at the rate of $100.00 on the first and fifteenth day of each month, beginning February 1, 1972.

It is further ORDERED, ADJUDGED and DECREED that James P. Guenther, solicitor for the cross complainant, have a judgment in the sum of $6,000.00 as fee in this cause, $3,000.00 to be paid by each of the parties. This judgment shall constitute a lien on all the properties, real, personal, tangible and intangible, of the parties until it is paid in toto. Execution will issue if necessary.

The cross defendant, Hugh M. Haynes, Jr., will pay the costs of this cause, for which execution will issue if necessary.

Entered this 1 day of _____, 1972.

JUDGE

APPROVED FOR ENTRY:

James P. Guenther,
Solicitor for Cross Complainant

Frank Ingraham,
Solicitor for Cross Defendant

I certify a copy of this decree was mailed to Mr. Ingraham this March 2d 1972
James P. Guenther

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IDENTIF. REFERENCE

JUL 24 3 43 PM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

JUL 24 MISC A* 18.00 * 18.00

Return to Chicago T. Ins. Co.
C-216495

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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* ~~correct transcript~~ True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* HUGH M. HAYNES JR. *Plaintiff, and* DORISE TURNER HAYNES *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* 19th *day of* July *in the year one thousand nine hundred and* 72 *and in the* 197th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*