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80C/134

BROOKSIE NELL THOMAS WATSON]

vs. No. 67525]

WILLIAM LARRY WATSON]

BOOK 4712 PAGE 715
IN THE FOURTH CIRCUIT COURT
OF DAVIDSON COUNTY, TENNESSEE

8DA-33721
90-15
153

FINAL DECREE

This cause came on to be heard on the 17th day of April 1973, before the Honorable Benson Trimble, Judge, upon the original Petition for Divorce filed by Complainant, bill of particulars and amended petition filed by Complainant, personal service of process upon the defendant, answer filed on behalf of the defendant, subsequent agreement of the parties to allow this matter to be tried as a non-contested divorce, statement to the Court of the terms of a property settlement agreement, testimony of Complainant and her two corroborating witnesses, statement of counsel in open Court, and from the entire record in this cause.

MAY 31 MISC A* 8.00 * 8.00

From all of which the Court finds that the defendant has been guilty of such cruel and inhuman treatment or conduct towards Complainant as renders further cohabitation unsafe and improper.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore subsisting between the parties, be and the same are hereby perpetually dissolved, and the complainant is granted an absolute divorce from the defendant, and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court that the absolute care, custody and control of the two (2) minor children of the parties, to wit: Jeffry William Watson and Michele Lee Watson, shall be awarded to the complainant, with the right of reasonable visitation reserved to the defendant.

It is further ORDERED, ADJUDGED and DECREED by the Court that the defendant shall pay the sum of TWO HUNDRED FIFTY ($250.00) DOLLARS per month as child support and Fifty ($50.00) Dollars per month as periodic alimony, said payments to be made directly to the Complainant, the first payment being due on May 1, 1973, it being understood that said total payment of $300.00 per month is due and payable in two equal installments each month of $150.00 on the 1st and 15th of each month. The alimony payments shall continue until death or remarriage of Complainant.

It is further ORDERED, ADJUDGED and DECREED by the Court that all right, title and interest which the defendant has in and to the house and lot of the parties located at 403 Capri Court, Nashville, Davidson County, Tennessee, shall be divested out of him and sole ownership in said home shall be vested in Complainant, Brooksie Nell Thomas Watson. It being the obligation of the Complainant to accept full responsibility for the first mortgage loan at Guaranty Mortgage Company, Nashville, Tennessee, and to hold the Defendant harmless from any responsibility from the first mortgage obligation.

It is further ORDERED, ADJUDGED and DECREED by the Court that the defendant shall accept full responsibility for the second mortgage payments on the house and lot at 403 Capri Court, Nashville, Davidson County, Tennessee, said loan being with Commerce Union Bank, and in addition thereto, he shall accept full responsibility for the indebtedness of the parties at Commerce Union Bank, Associates Capital, MasterCharge, Western Auto, and Texaco Oil Company, and hold Complainant harmless and indemnify her from any responsibility insofar as these obligations are concerned.

It is further ORDERED, ADJUDGED and DECREED by the Court that all of the household furniture and furnishings of the parties, including the living room suite now in the possession of the defendant, shall be awarded as the exclusive property of the Complainant, it being understood that the defendant shall receive the stereo and his personal wearing apparel and ornaments of the person only.

It is further ORDERED, ADJUDGED and DECREED by the Court that the defendant will maintain in full force and effect hospitalization and medical insurance for the benefit of the two minor children of the parties and will accept full responsibility for all extraordinary hospital and medical expenses on the minor children until they reach the age of 18 years. The defendant is further ORDERED to pay one-half of all major dental and orthodontist expenses for the two minor children until they attain the age of 18 years.

It is further ORDERED, ADJUDGED and DECREED by the Court that the defendant shall maintain in full force and effect life insurance policies

presently in existence on his life with Integon Insurance Company, in the amount of $10,000.00, and will irrevocably designate the two minor children of the parties as beneficiaries of said policy until they attain the age of 18 years.

It is further ORDERED, ADJUDGED and DECREED by the Court that the 1969 Pontiac Firebird automobile shall be awarded as exclusive property of the Complainant, with the obligation bestowed on the defendant to convey the title to said automobile, free, clear and unencumbered, immediately and to accept full responsibility for liability insurance coverage on said automobile through December 31, 1973.

It is further ORDERED, ADJUDGED and DECREED by the Court that the defendant shall be responsible for the electric and telephone bills at 403 Capri Court, Nashville, Tennessee, including installation of the new telephone, through the month of April 30, 1973. After that date, Complainant will assume responsibility for the electric and telephone bills.

It is further ORDERED, ADJUDGED and DECREED by the Court that as a part of the property settlement agreement, the complainant will claim one child for Federal income tax purposes and the defendant will claim the other child, the parties shall mutually agree on which child they shall claim each.

It is further ORDERED, ADJUDGED and DECREED that the Complainant will not in any way impair or extend Defendant's credit line after April 17, 1973.

It is further ORDERED, ADJUDGED and DECREED by the Court that Complainant's solicitor of record, Robert L. Jackson, shall have and recover of the defendant an attorneys fee of $500.00, said attorneys fee being in addition to the pendente lite fee heretofore ordered, and said $500.00 fee being payable at the rate of $75.00 per month, the first payment being due May 1, 1973, and a like sum each month thereafter until paid in full.

The costs of this cause are taxed against the defendant, for all of which execution may issue, if necessary.

s/ Beman Trumble JUDGE
4-20-73

Approved for Entry:

s/ Robert L. Jackson Sol. for Complt.

s/ Tom H. Procto, Jr Sol. for Deft.

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IDENTIF. REFERENCE

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FELIX Z. WILSON CLERK & REGISTER
DAVIDSON COUNTY, TENN.

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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 of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Brookie Nell Thomas Watson *Plaintiff, and* Williams Larry Watson *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* 29 *day of* May *in the year one thousand nine hundred and* Seventy-three *and in the* 197⁴ *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Sue Woods, *D. C.*