IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE, AT NASHVILLE

Map 117-4
Par. 17.1
C 10606

CHARLOTTE ANN RICHARDSON RALSTON

vs. 4717

STARLING STARR RALSTON

NO: 66461

FELIX LANIER REGISTER DAVIDSON COUNTY, TENN. JUN 11 3 26 PM '73 IDENTIF. REFERENCE

DECREE OF DIVORCE

This cause came on to be heard this 8th day of May, 1973, JUN 11 MISC A* 10.00 * 10.00 before the Honorable Shelton Luton, Judge of the Probate Court for Davidson County, Tennessee, on the plaintiff's petition for absolute divorce, personal service of process upon the defendant, the answer of the defendant, the agreed order placing the cause on the non-contested docket, the testimony of witnesses in open Court, statements of counsel for the plaintiff, and the entire record, from all of which the Court is of the opinion and finds that the plaintiff, Charlotte Ann Richardson Ralston has sustained the allegations in her petition for divorce in that the defendant has been guilty of such cruel and inhuman treatment or conduct towards her as renders cohabitation unsafe and improper for her to be under his dominion and control.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff be and hereby 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 property settlement agreement heretofore entered into by and between the parties be and the same is hereby approved by the Court and incorporated in this decree as follows:

> In this case wherein the plaintiff, Charlotte Ann Richardson Ralston, has brought an action for absolute divorce against the defendant, Starling Starr Ralston, the parties desire to enter into an agreement for the settlement of their property rights and to the plaintiff's right to alimony and child support when and if a divorce is granted by this Court.

1. It is agreed between the parties that the plaintiff will have sole custody of Michael Anthony Ralston, Barry Shawn Ralston and Robin Leigh Ralston, the three minor children of the parties, but the defendant shall have the right to visit and have the three said children with him on alternate weekends from 6:00 P.M. on Sunday, and during two weeks vacation in the summer when they are not in school.

2. The defendant shall pay directly to the plaintiff as alimony and child support the sum of Four Hundred and no/100 ($400.00) Dollars per month payable in equal installments of Two Hundred and no/100 ($200.00) Dollars each on the first and fifteenth days of each month commencing on the first day of April, 1973.

3. The defendant is presently in arrears in his payments of alimony and child support heretofore ordered by this Court, and a judgment therefore has been granted to the plaintiff, in the total amount of Two Thousand Seven Hundred Fifty and no/100 ($2,750.00) Dollars, and it is agreed that said arrearage shall be paid by the defendant to the plaintiff without interest at the rate of Fifty and no/100 ($50.00) Dollars per month commencing on the fifteenth day of April, 1973, and as long as the defendant is in compliance with this agreement, the plaintiff agrees that she shall take no action to have the defendant adjudged in contempt of Court or to have him jailed for non-complaiance with the orders of the Court in the above cause.

4. It is agreed between the parties that the defendant will pay to Montgomery Bell Academy the remainder of the tuition due that school for Michael Anthony Ralston to complete his education there for the school year 1972-1973.

5. The plaintiff is to receive all right, title and interest of the defendant in the real property owned by the parties as tenants by the entirety and being located at 276 Sailboat Drive, Nashville, Tennessee, the said property being more fully described as follows:

BEING Lot no. 314 on the Plan of Edge-O-Lake Estates, Section 7, as of record in Book 3700, Page 79, Register's Office for Davidson County, Tennessee.

SAID Lot No. 314 fronts 80 feet on the southerly side of Sailboat Drive and runs back between lines 150.0 feet on the easterly side and 110 feet on the westerly side to a broken line in the rear on which it measures 100 feet.

BEING the same property conveyed to S. Starr Ralston and wife, Charlotte A. Ralston, by deed from Wilfred A. Peters and wife, Irene F. Peters, of record in Book 4345, Page 242, Register's Office for Davidson County, Tennessee.

RECORDER'S MEMO:
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The defendant agrees to convey to the plaintiff all his right, title and interest in the aforesaid real property on the date the decree of divorce is granted by this Court, and the plaintiff agrees to assume and pay the existing first mortgage on the said property and to hold the defendant harmless from any further liability thereon.

6. The plaintiff will receive all the household furniture, furnishings and appliances owned jointly by the parties free from any liens or encumbrances with the exception of a certain chest and headboard belonging to the defendant which property may be retained by him.

7. The plaintiff is to receive the 1964 Chevrolet automobile heretofore titled in the name of the defendant free from any liens or encumbrances, and the defendant is agreed to convey title to the said automobile to the plaintiff on the date the decree of divorce is granted by this Court.

8. It is agreed between the parties that, upon remarriage of the plaintiff, upon the attaining of the age of majority of any of the three said children of the parties, or upon a change in the plaintiff's financial circumstances and needs, the defendant may apply to this Court for appropriate reduction in alimony and child support or for the appropriate elimination of portions thereof.

9. The defendant will hold harmless the plaintiff from any liability for debts incurred by him, with the exception of the aforementioned mortgage on the real property owned jointly by the parties at 276 Sailboat Drive, Nashville, Tennessee, and the plaintiff agrees to hold harmless the defendant from any liability for debts incurred by her in her own name either prior to or subsequent to the execution of this agreement.

10. The plaintiff agrees, except as otherwise provided herein, to provide for her own needs and for the needs of the three minor children of the parties, to provide the said children with a place of residence during their minority and to care for the said children in a proper manner.

11. The plaintiff shall have no claim upon the defendant's business enterprise known as Carpets By Starr or upon any other assets owned by the defendant not specifically set forth herein.

12. The defendant will pay to the Honorable Larry L. Roberts, Solicitor for the plaintiff, the additional sum of Four Hundred Fifty and no/100 ($450.00) Dollars as his reasonable fee in this cause, the said Four Hundred Fifty and no/100 ($450.00) Dollars being payable without interest at the rate of Twenty-Five and no/100 ($25.00) Dollars per month commencing on the date of the granting of a decree of divorce by this Court and continuing on the same day of each successive month until paid in full. Provided further, however, that should the defendant fail or refuse to make any of the prescribed periodic payments for the attorney fees set forth herein, execution may issue for the total outstanding balance thereof upon the said defendant's default.

RECORDER'S MEMO:
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The defendant will also pay $81.25 to said attorney, which represents the cost of his discovery deposition.

13. The defendant will pay the cost of this cause in the Probate Court for Davidson County, Tennessee.

14. This agreement is in full settlement of all marital rights of the parties against one another, and it is agreed that the parties shall have no claim against one another for alimony, dower, homestead or otherwise except as expressly stated herein.

All of which is accordingly ORDERED, ADJUDGED AND DECREED by the Court and for which execution may issue, if necessary.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all right, title and interest of the defendant in the heretofore described real property be and the same hereby is divested from the defendant and vested in the plaintiff in fee simple absolute subject to existing encumbrances thereon.

The defendant will pay the cost of this cause for which execution may issue, if necessary.

Shelton Dutton /s
JUDGE

APPROVED FOR ENTRY:

CHRISTIAN, URRUTIA, ROBERTS & COLEMAN

BY: Larry L. Roberts /s
LARRY L. ROBERTS
Solicitor for Plaintiff

CHEATHAM & PALERMO

BY: _____
D. DENTY CHEATHAM
Solicitor for Defendant

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I certify that a copy of the foregoing order has been sent by United States Mail to the Honorable D. Denty Cheatham, Attorney at Law, 3829 Cleghorn Avenue, Nashville, Tennessee 37215, this ____ day of May, 1973.

Larry L. Roberts

LARRY L. ROBERTS

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* CHARLOTTE ANN RICHARDSON RALSTON *Plaintiff, and* STARLING STARR RALSTON *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* 11 *day of* JUNE *in the year one thousand nine hundred and* SEVENTY-THREE *and in the* 196th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By June Smith, *D. C.*

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