SN:rw
9/11/73

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CONNIE BARTON TAYLOR	)	IN THE FOURTH CIRCUIT COURT OF
	)	
-vs-	)	DAVIDSON COUNTY, TENNESSEE
	)	
ALFRED HOLBERT TAYLOR	)	DOCKET NO. 69834

75-4
112 pw

FINAL DECREE

This cause came on to be heard on September 11, 1973, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, on the original bill of complainant, the answer of defendant, the property settlement agreement of the parties which was presented to the Court, testimony of complainant and corroborating witnesses in open Court and statement of counsel, from all of which the Court is of the opinion and finds that the allegations of the original bill have been supported by the proof; that is, that defendant has been guilty of such cruel and inhuman treatment or conduct toward complainant as renders it unsafe for her to remain under his dominion and control.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that complainant, Connie Barton Taylor, be and is hereby awarded an absolute divorce from the defendant, Alfred Holbert Taylor, and she is 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 between the parties, being understood by the Court, is accepted by the Court and incorporated in this decree as follows:

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, Alfred Holbert Taylor and Connie Barton Taylor are husband and wife, having been married on September 9, 1969, in Ringgold, Georgia; and,

WHEREAS, Connie Barton Taylor has filed the original complaint for absolute divorce against Alfred Holbert Raylor, in the Fourth Circuit Court of Davidson County, Tennessee; and,

WHEREAS, both parties, in order to avoid expense, have reached an amicable settlement of the question of the rights of each party in their marital estate,

THIS INSTRUMENT PREPARED BY
HOWELL AND FISHER, ATTORNEYS
401 COURT SQUARE BUILDING
NASHVILLE, TENNESSEE 37201

BY: [signature]

It is, therefore, hereby UNDERSTOOD and AGREED by Connie Barton Taylor, hereinafter known as "party of the first part", and Alfred Holbert Taylor, hereinafter known as "party of the second part", that in the event the Court in this cause of action, grants an absolute divorce to the party of the first part, then, and only in that event the following understanding and agreement and settlement will be submitted to the Court for its approval, ratification and inclusion in any final divorce decree entered in this cause:

(1) Party of the first part shall have the custody and control of the minor child of the parties, Lisa Dawn Taylor, with rights and privileges of the party of the second part to see and visit said minor child at reasonable times and places; said visitations to be mutually agreed upon by the parties.

(2) Party of the second part agrees to pay party of the first part the sum of One Hundred and Eighty ($180.00) Dollars per month as child support, and he further agrees to keep in force and effect, a hospitalization insurance policy for the said child. Party of the second part shall be allowed to claim the minor child as his dependent for income tax purposes.

(3) Possession and ownership of the real property of the parties located at 625 Atlanta Drive, Hermitage, Davidson County, Tennessee, shall be vested solely in the party of the first part, with party of the first party to assume the mortgage on the said property, along with taxes and insurance, and she shall hold party of the second part harmless for said indebtedness.

(4) Possession and ownership of the 1971 Datsun automobile shall be vested solely in party of the first part, and possession and ownership of the 1970 Ford stationwagon automobile shall be vested solely in party of the second part.

(5) All the household furniture and furnishings now belonging to the parties shall become the property of party of the first part, with the exception of the following furniture, which shall become the sole and absolute property of party of the second part: a bedroom suite, the livingroom suite, including two velvet chairs, a round table and a lamp that sits on the table, and a painting by Gilbert.

(6) It is agreed and understood that party of the first part shall pay any balance due and owing to Castner-Knott Department Store, Nashville, Tennessee.

(7) Party of the second part agrees to pay the sum of One Hundred ($100.00) Dollars to party of the first part's attorney of record, as his attorney's fee in this cause.

It is distinctly understood by and between the parties, as evidenced by their signatures below, that each party has read this instrument; that each party understands it fully, and that both have signed for the purposes mentioned therein.

Dated this, the _____ day of August, 1973.

/s/ Connie Barton Taylor
Party of the First Part

Witness:

/s/ _____

/s/ Alfred Holbert Taylor
Party of the Second Part

Witness:

/s/ _____

The foregoing agreement between the parties, being understood by the Court, it is hereby ORDERED, ADJUDGED and DECREED that same be made an order of this Court.

It is further ORDERED, ADJUDGED and DECREED by the Court that all right, title and interest of the defendant in and to the real property of the parties hereinafter described be and is hereby divested out of him and vested in complainant to be hers in fee simple. It is further ORDERED by the Court that complainant will immediately assume all costs in regard to this real property, including mortgages, taxes, insurance, etc. The said real property is described as follows:

> Being Lot No. 381 on the Plan of Tulip Grove, Section 6, as of record in Book 4460, page 19, Register's Office for said County.
>
> Said lot fronts 90 feet on the east margin of Atlanta Drive and extends back 140.60 feet on the north line and 140 feet on the south line to a dead line in the rear on which it measures 84.86 feet.
>
> Being the same property conveyed to Alfred H. Taylor and wife, Connie H. Taylor, by deed from Johnson Homes, Inc., as of record in Book 4614, page 722, Register's Office for Davidson County, Tennessee.

Defendant will pay the costs of this cause, for which execution may issue, if necessary.

Enter this _____, 1973.

Benson Trimble
JUDGE

I certify that I have this 9-12, 1973, mailed a copy of the foregoing decree to Edward Nave, 715 Stahlman Building, Nashville, Tennessee, adversary counsel of record.

Stephen North
Attorney for Complainant

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IDENTIF. REFERENCE

Oct 12 11 10 AM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

OCT 12 MISC A* 8.00 * 8.00

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* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Connie Barton Taylor *Plaintiff, and* Alfred Holbert Taylor *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* 12 *day of* October *in the year one thousand nine hundred and* Seventy-three *and in the* 198th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Faleigh Agee, *D. C.*