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Oct. 11. 1973
25A/254

BOOK 4785 PAGE 966

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

map 83-5
Par. 333

FAY SYLVIS SMITHSON	)	
	)	
VS.	)	NO. 68097
	)	
ALVIN JEWELL SMITHSON	)	

FINAL DECREE

This cause came on to be heard on the 29th day of September, 1973, before the Honorable Shelton Luton, Judge of the Probate Court for Davidson County, Tennessee, on plaintiff's amended complaint for absolute divorce, answer having been filed by the defendant, and the cause having been set on the contested docket. After statement of counsel, the case was heard on an uncontested basis. After testimony of the principle and her corroborating witnesses, statement of counsel and the entire record herein, the Court is of the opinion that the original defendant and counter plaintiff, Alvin Jewell Smithson, has been guilty of such cruel and inhuman treatment or conduct towards the original plaintiff as renders further cohabitation unsafe and improper. The Court is further of the opinion that the original defendant, Alvin Jewell Smithson, has offered such indignities to his wife's person as to render her condition intolerable, and, therefore, forced her to withdraw, and further that the original defendant, Alvin Jewell Smithson has abandoned the original plaintiff, turned her out of doors, and refused and neglected to provide for her.

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IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the original plaintiff, Fay Sylvis Smithson, be and is hereby granted an absolute divorce from the original defendant, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved and plaintiff is restored to all the rights and privileges of an unmarried person.

The Court is further of the opinion that the following property settlement agreement entered into by the parties is equitable, said property settlement agreement being:

1. Custody of the parties' minor children is vested in the plaintiff, Fay Sylvis Smithson, with the defendant having visitation rights with two of the minor children, Alvin Loyd and Janice Yvonne, every other weekend from 6:00 P. M. Friday until 9:00 A. M., Sunday, with defendant's visitation with the oldest child, Margie Ann being conducted only if she desires to do so.

2. The defendant will pay to the plaintiff the sum of $80.00 per week as child support and maintenance payable through the Circuit Court Clerk's Office. Judgment is entered in the amount of $1,074.00 against the defendant for an accumulated arrearage, with the arrearage to be paid at the rate of $5.00 per week, making a total payment weekly of $85.00 payable through the Circuit Court Clerk's Office.

3. All title and interest which the defendant may have in the house and lot located at 1417 Summer Avenue, Nashville, Tennessee, is vested in the plaintiff, Fay Sylvis Smithson, described as follows, to wit:

Being Lot No. 26 on the Map of the Subdivision of part of the Weakley Home Place, as of record in Book 421, page 36, Register's Office for said County.

Said Lot 26 fronts 50 feet on the northerly side of Summer Avenue and runs back between parallel lines 150 feet to an alley.

Above-stated property is vested in the plaintiff for her sole and separate use, all as part of her alimony.

4. The 1971 Chevrolet truck, Identification # CE141F 808287 is divested out of the defendant and vested in the plaintiff, Fay Sylvis Smithson, for her sole and separate use, all as part of her alimony. The defendant will take the necessary steps to have the title changed from his name into the name of the plaintiff, Fay Sylvis Smithson.

5. All the furniture and furnishings in the home of the parties is divested out of the defendant and vested in the plaintiff, for her sole and separate use, all as part of her alimony.

6. The defendant will maintain his current hospitalization insurance at his place of employment for the parties' three minor children.

7. All title and interest which the plaintiff has in Certificate No. 2684 of Forest Lawn Memorial Gardens, Inc., Lot No. 18-C, spaces 1 and 2, Masonic Garden, is vested in the defendant, Alvin Jewell Smithson, for his sole and separate use.

The Court finds that the above agreement is proper in all respects and it is further, ORDERED, ADJUDGED AND DECREED by the Court that the property settlement agreement heretofore entered

into by the parties to this cause is in all things ratified, approved and confirmed by the Court, and is made a part of this Decree for all purposes contained therein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this cause are adjudged against the defendant, Alvin Jewell Smithson, for which let execution issue, if necessary.

This October 10, 1973.

JUDGE

JOE P. BINKLEY, JR.
Attorney for Plaintiff

JACK A. BUTLER
Attorney for Defendant

IDENTIF. REFERENCE

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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~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* FAY SYLVIS SMITHSON *Plaintiff, and* ALVIN JEWELL SMITHSON *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* 6th *day of* February *in the year one thousand nine hundred and* Seventy-four *and in the* 198th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Booth, *D. C.*