11-7-73
1351/393

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LINDA MORGAN ETHERIDGE] IN THE FIRST CIRCUIT COURT OF
DAVIDSON COUNTY, TENNESSEE
VS.]
NO. 71111
JOHNNIE BEVERLY ETHERIDGE, JR.]

148-5
148
PW

D E C R E E

This cause came on to be heard before the Honorable Roy A. Miles, Judge, Division I of the Circuit Court of Davidson County, Tennessee, on this the 6th day of November, 1973, upon the original petition filed by the plaintiff, and the answer of the defendant. Following the testimony of the plaintiff and her corroborating witnesses, the testimony of the defendant, statement of counsel, and a review of the entire record of the cause, the Court is of the opinion that the plaintiff did successfully sustain her grounds for divorce, that is, that the defendant has been guilty of such cruel and inhuman treatment towards her as renders further cohabitation unsafe and improper.

APR 18 MISC A* 8.00 * 8.00

It is, therefore, ORDERED, ADJUDGED and DECREED that the plaintiff, Linda Morgan Etheridge, be and is awarded an absolute divorce from the defendant, Johnnie Beverly Etheridge, Jr., and is restored to all the rights and privileges of an unmarried person. The bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved.

As alimony, all of the defendant's right, title and interest in and to a certain piece of real property located at 323 Dade Drive, and more particularly described as follows:

> Being Lot No. 65 on the Plan of Haywood Acres, Section I, as of record in Book 2900, page 17, Register's Office for said County, and described as follows:
>
> BEGINNING at a point in the southwesterly margin of Willard Drive, at the corner of Lots Nos. 64 and 65; thence with the line between said lots, southwesterly 295.6 feet to a corner of Lot No. 66; thence with the line between Lots Nos. 65 and 66, northerly 260.6 feet to the south margin of Dade Drive; thence with the margin of the same, easterly 151.35 feet to the beginning of a curve; thence around said curve, southeasterly 37.95 feet to the westerly margin of Willard Drive; thence with the margin of the same,

southeasterly 130.14 feet to the point of beginning.

Being the same property conveyed to Johnnie Beverly Etheridge, Jr., and wife, Linda M. Etheridge, by deed from Jones and Land Company, of record in Book 3224, page 549, Register's Office for Davidson County, Tennessee.

as is now vested in the defendant shall be divested from the defendant and said property shall be awarded absolutely to the plaintiff. The plaintiff will hereinafter hold defendant harmless from any future responsibility in regard to either the first or second mortgage payments existing against said property. In addition thereto, the household furnishings located at said property will be awarded to the plaintiff, and all of defendant's right, title and interest therein is divested from the defendant and vested in the plaintiff, with the exception, however, of one bedroom suite, upon which there is an encumbrance. This bedroom suite is awarded to the defendant, with the further provision that the defendant shall be responsible for the payment of the encumbrance thereon, and will hold plaintiff harmless from any future responsibility therefor.

All of defendant's right, title and interest in and to a Ford Torino automobile, bearing Tennessee license No. 2-N9756, as is now vested in the defendant, shall be divested from the defendant, and said automobile shall be awarded absolutely to the plaintiff. The defendant shall execute such documents as may be necessary for the transfer of title to said automobile.

It further appearing to the Court that the parties have two savings accounts, one in the possession of the plaintiff, and in the amount of $1,376.64, and the other in the constructive possession of the defendant in the amount of $500.00; it is

accordingly ORDERED, ADJUDGED and DECREED that the plaintiff shall be awarded the account in the amount of $1,376.64, and the defendant is awarded the account in the amount of $500.00.

Defendant is awarded the two insurance policies that are in existence, one being a policy upon the defendant's life with Mutual of New York, and the other being a policy assuring the payment of the homeplace, in the event of the death of the defendant. It is further provided, however, that the defendant shall keep the policy paying off the homeplace in the event of his death in full force and effect, until such time that the mortgage on the homeplace is paid in full. This action is being taken by the Court to assure plaintiff a payment on the existing mortgages on the homeplace in the event of the untimely death of the defendant.

The defendant is awarded the truck camper and motorcycle now in his possession.

It appearing to the Court that there are certain encumbrances upon some of the household furnishings awarded to the plaintiff, to wit, an encumbrance upon a freezor, and in addition thereto, an encumbrance upon a trash compactor and an air conditioner, it is ORDERED, ADJUDGED and DECREED that the plaintiff shall hold defendant harmless from any future responsibility in respect to said encumbrances.

As additional alimony, the defendant shall pay to Jack Norman, Jr., solicitor for the plaintiff, the sum of $300.00 as his reasonable fee for services rendered plaintiff in this cause.

The defendant shall pay the costs of this cause, all for which execution may issue, if necessary.

Entered this 9th day of November, 1973.

JUDGE

APPROVED FOR ENTRY:

Jack Norman, Jr.
Attorney for Plaintiff

I certify that I have mailed a copy of this Decree to Mr. J. William Rutherford, attorney for defendant, at his office at Nashville Bank & Trust Building, Nashville, Tennessee, this 8th day of November, 1973.

Attorney

C5055

IDENTIF. REFERENCE

APR 18 1 16 PM '74

FELIX Z. ... DAVIDSON COUNTY, TENN.

BOOK -133A PAGE 393 DOCKET # 71111

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* A TRUE COPY OF A DIVORCE ~~true transcript of the record and proceedings~~ *had in said Court in the case heretofore prosecuted and determined therein, between* LINDA MORGAN ETHERIDGE *Plaintiff, and* JOHHNIE BEVERLY ETHERIDGE JR. *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* 18th *day of* APRIL *in the year one thousand nine hundred and* SEVENTY- FOUR *and in the* 198th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Robert Mussar, *D. C.*