11-11-74
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DOROTHY W. SMITH	)	IN THE FOURTH CIRCUIT COURT
VS. NO. 72207	)	OF 14578 12
CHARLES B. SMITH	)	DAVIDSON COUNTY, TENNESSEE

DEC-2 MISC A* 10.00 * 10.00

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on November 4, 1974, before the Honorable Richard A. Jones, Special Judge, holding the Fourth Circuit Court of Davidson County, Tennessee, in Nashville, upon the Petition for Absolute Divorce, heretofore filed by Dorothy W. Smith, hereinafter referred to as plaintiff, personal service of process on defendant, answer of Charles B. Smith, hereinafter referred to as defendant, Supplemental Complaint for Divorce, answer by defendant thereto, testimony of the plaintiff and her four corroborative witnesses, all of whom were heard in open Court, statement of counsel for both parties and the entire record; and it appearing to the satisfaction of the Court that the plaintiff sustained the allegations and averments set forth in her Petition and Supplemental Complaint for Absolute Divorce by the proof which was offered at the time of the hearing, that the defendant has been guilty of such cruel and inhuman treatment or conduct towards plaintiff as renders further cohabitation unsafe and improper and that said plaintiff should be awarded an Absolute Divorce from the defendant; wherefore,

It is, therefore, ORDERED, ADJUDGED and DECREED that the bonds of matrimony subsisting between the parties be, and the same are hereby, forever and perpetually dissolved; that the plaintiff, Dorothy W. Smith, be, and she hereby is, awarded an Absolute Divorce from the defendant, Charles B. Smith; and that said plaintiff be, and she is hereby, restored to all of the rights and privileges of an unmarried person.

It appearing that the defendant, who filed a Cross-Complaint for Absolute Divorce against the plaintiff, did not desire to contest her action for Absolute Divorce and that, therefore, said Cross-Complaint should be dismissed; wherefore,

It is, accordingly, ORDERED, ADJUDGED and DECREED that the Cross-Complaint for Absolute Divorce, which was filed herein by said defendant, Charles B. Smith, be, and same is hereby, dismissed and for nothing held.

It further appearing on statement of counsel for both parties that plaintiff and defendant have reached a property settlement agreement through their respective solicitors, that said agreement appeared to the Court to be reasonable and proper and that said agreement should be approved in its entirety and made the judgement of this Court; wherefore,

It is, accordingly, ORDERED, ADJUDGED and DECREED as follows:

1. That plaintiff and defendant will divide their household goods, furnishings and furniture within a reasonable period of time; that upon a division being effectuated, each party hereto will own her or his respective part of such items as her and his separate property, free from any claim thereon by the other party; and that pending said division by the parties of such items the Court hereby takes under advisement such division pending notification by counsel that the division has in fact been made;

2. That effective for the month of November, 1974, and continuing monthly thereafter, the defendant shall pay to plaintiff between the first and fifth days of each month, including November, 1974, the sum of Nine Hundred Dollars ($900.00) as periodic alimony, such monthly payment to continue until the death or remarriage of plaintiff;

3. That as security for the periodic and monthly alimony, which is adjudicated in the preceding item, defendant shall carry a life insurance policy in the face amount of Fifty Thousand Dollars ($50,000.00) with the premiums thereon to be borne by defendant; and in the event said plaintiff is predeceased by said defendant without having remarried, the proceeds of said policy shall be paid to said plaintiff at the rate of Nine Hundred Dollars ($900.00) monthly until the entire proceeds, together with any accumulated interest thereon, have been exhausted, provided, however, that in the event said plain-

tiff should die or remarry before all of the proceeds of said policy of life insurance, together with any accumulated interest thereon, have been paid over to her, the balance thereof shall be paid to the children of the parties in equal shares.

4. That defendant shall, within seven days from the hearing of this cause, pay to plaintiff the sum of Fifty Thousand Dollars ($50,000.00) in cash as alimony in solido; that within sixty days from the hearing of said cause said defendant shall pay to plaintiff the sum of Two Thousand Five Hundred Dollars ($2,500.00) in cash as alimony in solido; and that said total sum of alimony in solido in the amount of Fifty-Two Thousand Five Hundred Dollars ($52,500.00) shall be considered as being free from any U. S. Income Tax thereon insofar as plaintiff be concerned;

5. That all right, title and interest which said plaintiff may have in and to the following described improved real estate:

> Land in Davidson County being part of Tract One on the Plan of Lealand Manor, Fifth Addition, Block "B", not of record, as shown on survey by M. F. Himes, Surveyor, dated August 11, 1953, and being Lot No. 5 on the Plan of the J. L. Perry Subdivision of said Block, as of record in Book 2133, page 126, of the Register's Office for said County, and more particularly described as follows:
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> Beginning in the southerly margin of Balmoral Drive, the northeast corner of Lot No. 4 on said plan of the J. L. Perry Subdivision; thence southeasterly with the line between Lots Nos. 4 and 5 on said Plan 302.4 feet to a monument in the southerly line of the property conveyed to Jesse L. Perry, Jr., by deed from F. N. McNeill, Jr., etc. of record in Book 2197, page 584, said Register's Office, the common corner of Lots Nos. 4 and 5 on said Plan; thence South 83 degrees 48 minutes east, passing a monument, in all 220 feet to the southwest corner of Lot No. 6; thence northerly with the line between Lots Nos. 5 and 6, 265.1 feet to the southerly margin of a turn-around westerly and northerly 68.5 feet to the southerly margin of Balmoral Drive, and thence westerly with said margin of said Drive 307.5 feet to the point of beginning.

be, and the same is hereby, divested out of her and all right, title and interest in and to the above described property be, and the same is hereby, vested absolutely in defendant, the said Charles B. Smith;

6. That plaintiff does hereby give up and release all daims against defendant arising out of the marital relationship, including but not restricted to, homestead and dower, except as otherwise adjudicated herein;

7. That plaintiff shall return to defendant a certain LeMans automobile within thirty days from and after the receipt by her of the hereinabove adjudicated sum of Fifty Thousand Dollars ($50,000.00) as alimony in solido;

8. That defendant will turn over to plaintiff one policy of life insurance of which plaintiff is the owner, with the responsibility in said plaintiff to make the premium payments thereon and otherwise to have free and unrestricted control thereof;

9. That plaintiff shall retain as her sole and separate property a certain bank account which is maintained by her and which has the approximate amount therein of Two Thousand Seven Hundred Forty Dollars ($2,740.00);

10. That plaintiff will do any and all acts necessary to effectuate the transfer to defendant of a certain four grave burial plot in Woodlawn Cemetery in Nashville, Tennessee, to the end that said defendant will have said burial plot as his sole and separate property, free from any claim thereon by plaintiff;

11. That the matter of attorney's fees for plaintiff's counsel, if any, will be determined by the Court at a later date and said determination of fees is hereby taken under advisement pending further orders;

12. That the membership of the parties in the Sequoia Club will be transferred by defendant to plaintiff and the memberships in the University Club and City Club will be transferred to defendant with each party being responsible for his and her respective dues after said transfers are effectuated and both plaintiff and defendant will do any and all acts necessary to effectuate these transfers;

13. That title to any property owned by the children of the parties and located at 1005 Balmoral Drive, Nashville, Tennessee, shall remain in the children as their respective interests may appear;

14. That plaintiff shall vacate the premises at 1005 Balmoral Drive, Nashville, Tennessee, within thirty days or a reasonable time after the entry of this Decree; and that both parties shall insure that all items of household goods, furniture and furnishings will be

returned to the premises at 1005 Balmoral Drive, Nashville, Tennessee, so that a division thereof may be suitably made as hereinabove adjudicated;

14(a). That the defendant shall be required to furnish evidence of the existence of a certain life insurance policy as required by Item 3 hereinabove and its maintenance upon demand by plaintiff or her counsel;

15. That the personal effects of plaintiff and defendant, respectively, shall become the sole and separate property of each party, free from any claim thereon by the other; and

16. That either party hereto may petition the Court for appropriate modification hereof, if any, should there be a material change in circumstances of either of said parties.

The defendant will pay the costs of this cause, for which, as well as for all other monetary amounts hereinabove adjudicated, execution may issue if necessary.

Richard A. Glenn
SPECIAL JUDGE

ENTER THIS 11-11-74

APPROVED FOR ENTRY:

Tom H. Proctor, Jr.
TOM H. PROCTOR, JR.,
SOLICITOR FOR PLAINTIFF

DANIEL D. FINCH,
SOLICITOR FOR DEFENDANT

FILED & RECORDED
DAVIDSON COUNTY, TENN.
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IDENTIF REFERENCE

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STATE OF TENNESSEE Minute Book 92B page 603

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* Dorothy W. Smith *Plaintiff, and* Charles B. Smith *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* 25th *day of* November *in the year one thousand nine hundred and* Seventy-four *and in the* 199th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Dorothy Lackey, *D. C.*