$16.00

BOOK 4873 PAGE 464

Map. Parcel
130-13-38

IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

DEC-6 MISC A* 16.00 * 16.00

HARRIET LADYBETH WILLIAMS FREEMAN)
)
Complainant and)
Cross-Defendant)
)
VS)
)
PAUL FREEMAN, JR.)
)
Defendant and)
Cross-Complainant)

No. 71424

IDENTIFICATION REFERENCE

C80697

FILED
DEC 6 2 31 PM '74
REGISTER
DAVIDSON COUNTY, TENN.

D E C R E E

This cause came on to be heard on this, the 26th day of November, 1974, upon the Complaint of the Complainant, Harriet Ladybeth Williams Freeman, the Answer of the Defendant, Paul Freeman, Jr., the Cross-Complaint of the Cross-Complainant, Paul Freeman, Jr., the Answer of the Cross-Defendant, Harriet Ladybeth Williams Freeman, the testimony of witnesses heard in open court, the statement of counsel and the entire record in the cause, from all of which it appears to the Court that the allegations of the original Complaint filed by the Complainant, Harriet Ladybeth Williams Freeman, have been sustained by the proof and that the Defendant and Cross-Complainant, Paul Freeman, Jr., has been guilty of such cruel and inhuman treatment or conduct toward the Complainant and Cross-Defendant, Harriet Ladybeth Williams Freeman, as renders cohabitation unsafe and improper, and for the Complainant and Cross-Defendant to be under the dominion and control of the Defendant and Cross-Complainant, Paul Freeman, Jr.

It is therefore ORDERED, ADJUDGED AND DECREED by the Court that the Complainant and Cross-Defendant, Harriet Ladybeth Freeman, be and she is hereby granted an absolute divorce from the Defendant and Cross-Complainant, Paul Freeman, Jr., and that the Complainant and Cross-Defendant, Harriet Ladybeth Williams Freeman, is hereby restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED AND DECREED by the Court that the Cross-Complaint filed by the Defendant and Cross-Complainant, Paul Freeman, Jr., against the Cross-Defendant, Harriet Ladybeth Williams Freeman, be and the same is hereby dismissed.

It further appears to the Court that the parties hereto have reached an Alimony,Support and Property Settlement Agreement between themselves, (hereinafter called "The Agreement") which agreement is attached hereto and is incorporated herein fully by reference.

It further appears to the Court that The Agreement is fair and reasonable, and should be in all things and matters, approved, all of which is accordingly so ORDERED, ADJUDGED AND DECREED by the Court.

It is further ORDERED, ADJUDGED AND DECREED by the Court in accordance with The Agreement that beginning on December 1, 1974, and continuing for a period of 120 months, including December, 1974, that the Defendant and Cross-Complainant, Paul Freeman, Jr., will pay to the Complainant and Cross-Defendant, for her support and maintenance, $1,500.00 per month, subject, however, to the termination and discontinuance

thereof upon the occurrence of either of the following events: (i) remarriage by the Wife; (ii) death of the Husband; or (iii) death of the Wife; and further subject to the adjustment thereof in the event of a change in the earnings or financial condition of either party, or change in the applicable tax laws, which, in the opinion of the Court in which the divorce is granted, upon application being made to such Court by the Husband for such adjustment, would justify a reduction or discontinuance of the monthly payments.

It is further ORDERED, ADJUDGED AND DECREED by the Court in accordance with The Agreement that all right, title and interest of the Defendant and Cross-Complainant, Paul Freeman, Jr., in the real property owned by the parties and located at 4435 East Brookfield Drive, in Nashville, Davidson County, Tennessee, be and the same is hereby divested out of the Defendant and Cross-Complainant, Paul Freeman, Jr., and is hereby vested in the Complainant and Cross-Defendant, Harriet Ladybeth Williams Freeman, said real property being more particularly described as follows:

> "Being Lot No. 14 on the Revised Plan of B. E. Woodard's Warner Park Subdivision as of record in Book 1130, page 87, Register's Office for said County.
>
> Said Lot No. 14 fronts 150 feet on the westerly side of East Brookfield Drive and runs back 317.2 feet on the northerly line and 305.8 feet on the southerly line to a dead line, measuring 150 feet thereon.
>
> Being the same property conveyed to Paul Freeman and wife, Harriet Williams Freeman, by deed from Robert Aubrey Parsley, Jr., and wife, of record in Book 2296, page 37, said Register's Office."

It is further ORDERED, ADJUDGED AND DECREED by the Court in accordance with The Agreement that the Complainant

and Cross-Defendant, Harriet Ladybeth Williams Freeman, shall assume payment of the balance due as of November 26, 1974, on a promissory note which is payable in monthly installments of $188.00, said note being held by the Third National Bank in Nashville, and being secured by a Deed of Trust constituting a lien on the above described property, said Deed of Trust being of record in Book 2313, page 279, Register's Office for Davidson County, Tennessee.

It is further ORDERED, ADJUDGED AND DECREED by the Court in accordance with The Agreement that upon the entry of the divorce decree granting the Complainant and Cross-Defendant, Harriet Ladybeth Williams Freeman, a divorce from the Defendant and Cross-Complainant, Paul Freeman, Jr., that the Defendant and Cross-Complainant, Paul Freeman, Jr., will pay to the Complainant and Cross-Defendant, Harriet Ladybeth Williams Freeman, the sum of $5,000.00 in cash, and that the Defendant and Cross-Complainant shall transfer to the Complainant and Cross-Defendant, Harriet Ladybeth Williams Freeman, all of his right, title and interest, including any and all rights and incidents of ownership belonging to the Defendant and Cross-Complainant in and to the following described policies of life insurance: New England Mutual Life Insurance Company - Policy No. 2539038 - face amount $30,000.00; Northwestern Mutual Life Insurance Company - Policy No. 55716800 - face amount $13,000.00; and Northwestern Mutual Life Insurance Company - Policy No. 5230021 - face amount $10,000.00. ~~Further, said policies shall be transferred free and clear of any loans thereon.~~

It is further ORDERED, ADJUDGED AND DECREED by the Court in accordance with The Agreement that from and after the date of entry of the decree of divorce in this matter, that

the Complainant and Cross-Defendant, Harriet Ladybeth Williams Freeman, will be responsible for the payment of all premiums on the aforesaid insurance policies, which premiums fall due after the date of the entry of the decree herein.

It is further ORDERED, ADJUDGED AND DECREED in accordance with The Agreement, that all of the right, title, claim and interest of the Defendant and Cross-Complainant, in and to any and all personal property, including furniture, household furnishings, silverware, china and all other like items, and including all tools, lawn equipment and garden equipment, located at the home of the parties at 4435 East Brookfield Drive, Nashville, Tennessee, be and the same is hereby divested out of the Defendant and Cross-Complainant, Paul Freeman, Jr., and is vested in the Complainant and Cross-Defendant, Harriet Ladybeth Williams Freeman, provided, however, that the Defendant and Cross-Complainant, shall have the right to remove from the residence of the parties those items which are strictly his personal possessions or those items which came to the parties from the family of the Defendant and Cross-Complainant.

It is further ORDERED, ADJUDGED AND DECREED by the Court, subject to all the provisions of Paragraph Six of The Agreement, that the sole, exclusive care, custody and control of the minor child of the parties, namely, Susan Ensley Freeman, and the responsibility for her support, maintenance and education shall be vested in the Complainant and Cross-Defendant, Harriet Ladybeth Williams Freeman, but that the Defendant-Cross-Complainant, Paul Freeman, Jr., shall have reasonable visitation rights with such child and shall have

the right to have such child with him for temporary periods, such visitation rights to be agreed upon between the parties.

It is further ORDERED, ADJUDGED AND DECREED by the Court in accordance with The Agreement that the Defendant and Cross-Complainant, Paul Freeman, Jr., shall continue in effect a major medical insurance plan which gives the standard protection of such type insurance policies to the minor child of the parties, namely, Susan Ensley Freeman, which insurance policy, or a policy giving substantially equal coverage for Susan Ensley Freeman, the Defendant and Cross-Complainant, Paul Freeman, Jr., will continue in effect until Susan Ensley Freeman completes her college education or becomes self-supporting, whichever comes first.

It is further ORDERED, ADJUDGED AND DECREED by the Court in accordance with The Agreement that the Defendant and Cross-Complainant, Paul Freeman, Jr., shall be responsbile for and pay for the education of Paul Freeman, III, and Lucy Ann Freeman, the other children of the parties, and shall bear the expenses of clothing, food, spending money and travel expenses to and from school for said children as may be deemed proper by the Defendant and Cross-Complainant.

It is further ORDERED, ADJUDGED AND DECREED by the Court in accordance with The Agreement that the Defendant and Cross-Complainant, Paul Freeman, Jr., subject to his being able to pass the required physical examination, shall cause to be issued and maintained in effect, from the date of the divorce decree until Susan Ensley Freeman completes her college education or becomes self-supporting, whichever comes first, a policy of life insurance in a company authorized to do business and doing

business in Tennessee, with Susan Ensley Freeman as primary beneficiary of the proceeds thereof in the amount of $20,000.00. It is further ORDERED, ADJUDGED AND DECREED that the Defendant and Cross-Complainant, Paul Freeman, Jr., may satisfy the requirements of Paragraph Seven of the Agreement by using an existing policy with death benefits of not less than $20,000.00 with appropriate changes in the beneficiary provisions of such policy as to make Susan Ensley Freeman primary beneficiary thereof.

It further appears to the Court that by Paragraph Eight of The Agreement, the parties have reached an agreement which will partially secure Complainant and Cross-Defendant in the event of the death of the Defendant and Cross-Complainant, Paul Freeman, Jr., before the completion of the monthly payments of $1,500.00 to the Complainant and Cross-Defendant, Harriet Ladybeth Williams Freeman, said security being described as a reducing term insurance policy on the life of the Defendant and Cross-Complainant, Paul Freeman, Jr., in the initial amount of $100,000.00, with the Complainant and Cross-Defendant, Harriet Ladybeth Williams Freeman, as the beneficiary thereof, and the Court, having previously approved said Alimony, Support and Property Settlement Agreement, does make said Paragraph Eight thereof, and Paragraph Nine thereof, which latter Paragraph has further to do with the policies of insurance for the benefit of Susan Ensley Freeman and the Complainant and Cross-Defendant, Harriet Ladybeth Williams Freeman, the order and judgment of the Court.

It is further ORDERED, ADJUDGED AND DECREED by the Court that upon the entry of the final decree of divorce in this cause, that the Defendant and Cross-Complainant, Paul Freeman, Jr., will pay to T. T. McCarley, Attorney for the

Complainant and Cross-Defendant, Harriet Ladybeth Williams Freeman, the sum of $3,500.00 to cover said attorney's reasonable fees for representation of the Complainant and Cross-Defendant, Harriet Ladybeth Williams Freeman, in this matter.

The Defendant and Cross-Complainant, Paul Freeman, Jr., will pay the cost of this cause for which execution may issue, if necessary.

S/
Judge 11-29-74

APPROVED FOR ENTRY:

SCHULMAN, McCARLEY, HOLLINS & PRIDE

By _____
Attorneys for the Complainant and
Cross-Defendant
Harriet Ladybeth Williams Freeman

MARTIN & COCHRAN

By _____
Attorneys for the Defendant and
Cross-Complainant
Paul Freeman, Jr.

FIRST CIRCUIT COURT
M.B. 135B, Page 538

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* copy of minutes ~~transcript of the record~~ *and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Harriet Ladybeth Williams Freeman *Plaintiff, and* Paul Freeman, 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* 4th *day of* December *in the year one thousand nine hundred and* seventy-four *and in the* 198th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*