92A/297

BOOK 4873 PAGE 896

BETTY JANE LEE]

vs. No. 71485]

JAMES BUFORD LEE]

IN THE FOURTH CIRCUIT COURT

OF DAVIDSON COUNTY, TENNESSEE

106-16 120-10

64 3-4

PW

FINAL DECREE

This cause came on to be heard on the 21st day of October, 1974, before the Honorable Richard A. Jones, sitting specially for the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon original bill filed by the Complainant, answer and cross-bill of the Defendant, answer to the cross-bill, bills of particulars, answers to bills of particulars, and various other pleadings and motions filed in this cause. Announcement to the Court that this case would be heard uncontested upon the original bill of the Complainant, Betty J. Lee, and after testimony of the Complainant and her witnesses, the Court was of the opinion that the allegations in the original bill had been fully sustained, that is that the defendant had been guilty of such cruel and inhuman treatment as renders cohabitation unsafe and improper for her to be under his dominion and control. The Court was further of the opinion that the oral property settlement agreement entered into by and between the parties and stated to the Court should be approved.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the original Complainant, Betty J. Lee, and she is hereby granted an absolute divorce and restored to all the rights and privileges of an unmarried person. The cross-bill filed by the Cross-Complainant, James Buford Lee, is hereby dismissed.

It is further ORDERED, ADJUDGED and DECREED by the Court that the oral property settlement agreement entered into, by and between the parties and stated to the Court is approved and which property settlement agreement shall read in words and figures as follows:

1. All right, title and interest which the Complainant has in and to the Skyline Restaurant and Apartment leases, including trailers, apartments and all income therefrom, is divested out of her and awarded exclusively to the Defendant, James Buford Lee.

2. The complainant shall have all right, title and interest to a duplex located at 321 Pineway Drive owned by the parties and further she shall have all of the income from the rental of said duplex and the defendant will pay off the mortgage on said duplex and hold Complainant harmless from any other payment. The duplex and property to be vested out of the Defendant and vested in the name of the Complainant completely, and is described in words and figures as follows:

> Land in Davidson County, Tennessee, being Lot No. 28 on the Map of Seven Oaks, Section No. 2, of record in Book 2133, page 36, Register's Office for said County.
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> Said Lot No. 28 fronts 145 feet on the north side of Pineway Drive and runs back between lines, 507.7 feet on the east line and 530.7 feet on the west line, which is a broken line, to a dead line in the rear on which it measures.
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> Being the same property conveyed to James B. Lee by deed from Sam B. Langham, Jr., and wife, Martha H. Langham, of record in Book 3569, page 385, Register's Office for Davidson County, Tennessee.

3. The defendant shall have all right, title and interest to the trailer park property located on Murfreesboro Road, and shall have all interest and income from the rental of trailers, houses and other property on said property and shall be responsible for all debts and mortgages, loans, etc. thereon and shall hold the Complainant harmless from any obligation. The property to be divested out of the Complainant and vested in Defendant as describing this property in words and figures as follows:

> 106-16 64 Land in Davidson County, Tennessee, being all of Lots 3, 4, 5, 6, 7, 8 and 9 of the Glenview Commercial Development as of record in Book 3700, page 152, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more particular description.
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> Being the same property conveyed to J. B. Lee by deed from David Faircloth and wife, Katherine Faircloth, of record in Book 4537, page 881, Register's Office for Davidson County, Tennessee.

4. Complainant shall retain all right, title and interest in whatever amount is left from $25,000.00 which she found in the home of the parties some several months ago to use as she sees fit and the Defendant shall have no claim thereto.

5. The Complainant shall have all right, title and interest to the house and lot owned by the parties at 325 Pineway Drive, including all adjacent property, the Complainant agrees that the Defendant may live there rent-free until the house is sold, she having the right to place the house on the market for sale immediately or he may remain for six (6) months whichever occurs first. During this period of time, he shall do no damage to said property, make any alterations, or do any other act that would decrease the value of said property. This property shall be in the name of Complainant without any lien whatsoever and this property is described in words and figures as follows:

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A tract of land in the 2nd Civil District of Davidson County, Tennessee, being a portion of the Fanning lands adjacent to the westerly line of Lot No. 28 of Seven Oaks Subdivision, Section No. 2 as of record in Book 2133, page 36, Register's Office for Davidson County, Tennessee, described as follows:

Beginning at a cedar post in the westerly line of Lot 28 of Seven Oaks Subdivision, Section No. 2, said post being the northeast corner of a reserved strip of said Subdivision; thence, with the westerly margin of Lot No. 28 of said Subdivision, North 4° 37' East 230 feet to an iron pin; thence South 89° 05' East 292.4 feet to an iron pin; thence, South 23° 47' West 230 feet to a concrete monument marking the northwest corner of a reserved strip in Seven Oaks Subdivision, Section No. 2; thence, with the northerly line of said reserved strip south 86° 30' east 366.5 feet to the point of beginning, containing 1.74 acres, more or less.

Being the same property conveyed to James B. Lee and wife, Betty Jennings Lee, by deed from Mary Fanning and Kate Winfrey Fanning, of record in Book 2992, page 55, Register's Office for Davidson County, Tennessee.

6. The Complainant shall have all right, title and interest to Carol Lee's Fashion Shop at the Metropolitan Airport, and she shall be entitled to all income therefrom and the Defendant shall have no claim on said shop or income from said shop, and further shall have no direction or control over said shop.

7. Each of the parties own a one-fourth (1/4) interest in the L & R Corporation d/b/a Elm Hill Marina on Percy Priest Lake and there presently exists a lease and agreement, and this property lease and agreement shall remain as it presently is, that is, each shall retain

their one-fourth (1/4) interest in said L & R Corporation d/b/a Elm Hill Marina, and their income shall be divided as well as profits on the basis of the agreement earlier entered into, which is attached and made a part of this Final Decree.

8. The parties have already split their household furniture, furnishings and fixtures and each shall retain as their sole and separate property that furniture which is now in each respective parties' possession.

9. There is due an approximate $11,000.00 on January the 1st, 1975, wherein Ralph Stephens purchased another store from the parties, which payment was to be made to the Defendant, but shall now be assigned to Complainant and payable to her as her separate property and the defendant shall have no claim or right to such amount.

10. The Complainant shall have one-half interest in the cash surrender value computed as of October 21, 1974, of all life insurance policies that the Defendant now has with the approximate amount presently being $24,000.00, and this shall be subject to assignments as they now exist. However, when the liens, debts, mortgages, etc. are paid off or satisfied, no further liens, mortgages or assignments shall be placed on Complainant's one-half interest or the interest in the cash surrender value of said policies without the prior written approval of Complainant or further orders of the Court. Complainant's equity interest herein shall not increase over and above the cash values as computed on October 21, 1974.

11. The Complainant shall have all right, title and interest to a 1973 Century Buick automobile, and she will complete the payments on said loan for said automobile.

12. The Defendant shall have all right, title and interest to a 1973 Buick LaSabre automobile and he shall be responsible for all debts thereon.

13. The Defendant shall have all right, title and interest of a run-about boat owned by the parties and houseboat owned by the parties, and he shall be responsible for all debts, mortgages and liens thereon.

14. The Defendant shall have the house and lot in Dickson, Tennessee, belonging to the parties as his sole and separate property. This property is described in words and figures as follows:

> Land located in Fifth Civil District of Dickson County, Tennessee, in Town of Dickson, being Lot No. 9 in the Crow Addition to Town of Dickson, and located on south side of Scott Street, fronting 87 feet on Scott Street and running thence southward 151 feet to an alley.
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> Being the same property conveyed to James B. Lee by deed from Mrs. Mary Phye Lee, of record in Book 83, page 396, Register's Office for Dickson County, Tennessee.

15. The Defendant shall pay the Complainant's attorney of record, Jack A. Butler, the amount of $1,000.00 over and above the pendente lite fee for services rendered to Complainant in this cause.

16. The Defendant shall be responsible for and pay all back taxes owed on real property heretofore owned by the parties whether it be in their sole and separate names individually or jointly. Defendant shall not pay the 1974 taxes on any property vested in Complainant.

17. The Defendant shall keep all of the stocks which he presently owns and the Complainant is awarded one-half interest to all stock except L & R Corporation, and he shall not sell or encumber any of said stock without written approval of Complainant, and should he do so, he shall immediately pay her, her one-half interest in any stock sold or disposed of, traded or otherwise.

18. It is agreed by and between the parties that the property heretofore given to Complainant in this agreement shall constitute permanent alimony and it is understood and agreed that no alimony shall be due from the Defendant to the Complainant.

Custody of the parties' minor daughter is awarded to the Complainant. There will be no assessment of child support since said child is emancipated.

19. It is further understood and agreed by the parties that both parties, the Defendant and the Complainant, will execute as soon as possible, any and all instruments, deeds, assignments, etc., transferring and conveying that property in the names of those respective parties to which the property is to be transferred, conveyed or assigned as heretofore set out. 10? MISC A* 12.00 * 12.00

It is further ORDERED, ADJUDGED and DECREED by the Court that Complainant, Betty J. Lee, shall receive all of her personal property and that the Defendant, James Buford Lee, shall receive all of his personal property.

The costs of this cause are taxed against the Defendant.

Enter this 4th day of Nov. 1974.

Richard A. Dillard
SPECIAL JUDGE

Approved for Entry:

Jack A. Butler
JACK A. BUTLER
Attorney for Complainant

Robert L. Jackson
ROBERT L. JACKSON
Attorney for Defendant

FILED IN THE OFFICE OF THE CLERK DAVIDSON COUNTY, TENN. DEC 10 8 25 AM '74

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92A/297

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* Betty Joyce Lee *Plaintiff, and* James Buford Lee *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* 199 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Goldberg *D. C.*