10-7-74
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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

104-1
17/pw

JOAN MARELLE SMITH MEANS]
]
VS.] NO. 73858
]
BILLY ROBERT MEANS]

FINAL DECREE

This cause came on to be heard on September 27, 1974, before the Honorable Ed Coomer, Special Judge, upon the original bill of plaintiff, answer and cross complaint of defendant, property settlement agreement, witnesses heard in open Court, statement of counsel and the entire record; from all of which the Court finds that the plaintiff is entitled to an absolute divorce from the defendant upon the statutory ground of cruel and inhuman treatment.

The Court further finds that the plaintiff should be awarded the exclusive care, custody and control of the minor child of the parties, Marrelle, Age 17, and that the property settlement agreement heretofore entered into is in all things approved and should be made a part of this decree.

It is therefore Ordered, Adjudged and Decreed by the Court that the plaintiff, Joan Marelle Means is hereby granted an absolute divorce from the defendant, Billy Robert Means and she is restored to all the rights and privileges of an unmarried person.

It is further Ordered, Adjudged and Decreed by the Court that the property settlement agreement heretofore entered into between the parties be made a part of this decree. Said property settlement agreement is in words and figures as follows:

"THIS AGREEMENT is made between the parties in Case No. 73858, Davidson County, Fourth Circuit Court, pursuant to the settlement of the property held by the respective parties in this case.

And now comes the parties, Joan Marelle Means and Billy Robert Means and agree as follows to-wit:

1. All right, title and interest that the defendant, Billy Robert Means, may have in the house and lot at 4002 Utah Avenue, Nashville, Davidson County, Tennessee shall be divested out of the Defendant and vested in the Plaintiff as sole owner in fee simple; said property being described as follows:

> Land in Davidson County, Tennessee, being the Easterly 50.6 feet of Lot No. 105 on the plan of West End Annex, as of record in Book 332, Page 61, Register's Office for said county.
>
> Said part of Lot No. 105 fronts 50.6 feet on the NOrtherly side of Utah Avenue, formerly 7th Street and runs back 199.5 feet on the Westerly line to the Southerly right-of-way line of the N. C. and St. L. Railway, measuring 50.6 feet thereon.
>
> Being the same property conveyed to William Joseph Smith and wife, Bessie Nollner Smith, by deed from John H. Aldred and wife, dated February 1, 1946. Filed February 8, 1946, and recorded in Book 1349, Page 525, said Register's Office.

2. All right, title and interest that the defendant may have in the Series E Savings Bonds owned by or in the name of the parties or in the name of the defendant or any of his children, shall be divested out of the defendant and vested in the plaintiff, JOan Marelle Means.

3. All rights, title and interest the defendant may have in the Crypts at Woodlawn Mortuary, Nashville, Tennessee, shall be divested out of the defendant and vested in the plaintiff and she shall have the sole responsibility for paying the balance of money due on these crypts.

4. The defendant will hold the plaintiff harmless from any liability on the note co-signed by plaintiff and defendant on the Volkswagen automobile and he shall be responsible for paying off said note in full. All right, title and interest in this Volkswagen automobile shall be vested in the defendant, Billy Robert Means.

5. The defendant shall keep in force Metrolpolitan Life INsurance Policy, No. 686718551A, on the life of the defendant and shall continue to maintain the plaintiff as the primary beneficiary thereunder.

6. All right, title and interest in the household goods, furniture and appliances of the parties shall be divested out of the defendant and vested in the plaintiff and she shall be awarded all interest in these articles for her own exclusive use and benefit.

7. The plaintiff shall have the sole, exclusive care, custody and control of of Marelle Means, the minor child of the parties. The defendant shall be allowed to visit his minor child at reasonable times, so long as he conducts himself in a safe, sane and sober manner.

8. The pendente lite award heretofore made by the Court of Twenty-One Dollars ($21.00) per week as alimony and child support shall be made permanent.

9. The injunction heretofore granted by the Court in this cause against the defendant coming about the plaintiff or her minor child for the purpose of harrassing, threatening or intimidating them shall be made permanent.

10. It is agreed by the parties that this agreement shall become a part of and merge with the final decree of divorce in this cause, subject to the approval of the Court.

This 11th day of July, 1974, at Nashville, Tennessee."

The defendant shall pay the costs of this cause.

10-7-74

S/ C Edward Cooner
SPECIAL JUDGE

APPROVED FOR ENTRY:

S/ Gary Gober
GARY GOBER, Attorney for Plaintiff

cc: Muriel Robinson
Attorney for defendant

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JAN 15 MISC A* 8.00 * 8.00

IDENTIF. REFERENCE

JAN 15 3 44 PM '75

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

10-7-14 91B/488 # 73858

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 of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Joan Marelle Smith Means *Plaintiff, and* Billy Robert Means *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* 15 *day of* January *in the year one thousand nine hundred and* 75 *and in the* 199 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature], *D. C.*