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RAYMOND WADE NANCE	]	IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE
VS.	]	
		NO. 74186
JULIA ELIZABETH NANCE	]	

D E C R E E

This cause came on to be heard before the Honorable Hamilton Gayden, Special Judge, Division IV of the Circuit Court of Davidson County, Tennessee, on this November 18, 1974, upon the original bill of the plaintiff, Raymond Wade Nance, the answer and cross-complaint of the cross-plaintiff, Julia Elizabeth Nance, and the answer to the cross-complaint. The original petition having been withdrawn prior to trial, the matter was heard on the cross-complaint. From the testimony of the cross-plaintiff, her corroborating witnesses, statement of counsel, and from the entire record of this cause, the Court is of the opinion that the cross-plaintiff did successfully sustain her grounds for divorce, that is, that the cross-defendant has been guilty of such cruel and inhuman treatment towards her as renders further cohabitation unsafe and improper.

It is, therefore, ORDERED, ADJUDGED and DECREED that the cross-plaintiff, Julia Elizabeth Nance, is awarded an absolute divorce from the cross-defendant, Raymond Wade Nance, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved, and cross-plaintiff is restored to all the rights and privileges of an unmarried person. The original bill is dismissed.

It further appearing to the Court that the cross-plaintiff is the fit and proper person to have the absolute care, custody and control of the minor child, Vicki, it is accordingly ORDERED, ADJUDGED and DECREED, and the cross-defendant will be permitted to see and visit with said child at all reasonable times and places.

It being announced to the Court prior to the hearing of the cause that the parties had verbally agreed to a property settlement agreement which was orally presented to the Court at the hearing of the cause, and ratified by the Court, it is, therefore, ORDERED, ADJUDGED and DECREED that the property settlement as ratified by the Court be included and made a part of this final decree as follows:

As alimony in solido, all of the defendant's right, title and interest in and to a certain piece of real property located at 365 Ocala Drive in Nashville, Tennessee, and more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 118, on the plan of Southwood, as of record in Book 2663, pages 125 and 126, Register's Office for said County, and described as follows:
>
> SAID Lot No. 118 fronts 145 feet on the southerly side of Ocala Drive and runs back 276.25 feet on the easterly line and 289.5 feet on the westerly line to a broken line, measuring 153.35 feet thereon.
>
> Being the same property conveyed to Raymond W. Nance and wife, Julia J. Nance by deed from Buford B. Walker and wife, Louise H. Walker, of record in Book 3317, page 389, Register's Office, Davidson County, Tennessee.

as is now vested in the cross-defendant shall be divested out of the cross-defendant and awarded to the cross-plaintiff, Julia Elizabeth Nance in fee simple title. In addition thereto, it appearing to the Court that there is a balance owed as a result of a mortgage against said property in the approximate amount of $11,000.00, and payable at the rate of approximately $145.00 per month, and it being the intention of the Court, and in addition thereto, the intention of the parties that the cross-plaintiff be awarded said property free and clear from any and all encumbrances, it is further ORDERED, ADJUDGED and DECREED that as alimony in solido, that cross-plaintiff have judgment against

the cross-defendant for the amount of the unpaid mortgage existing against said real property, said sum being in the approximate amount of $11,000.00. It is further provided, however, that the cross-defendant shall have the right and privilege of paying said judgment at the rate that has been paid in the past on a monthly basis, said amount being approximately $145.00 per month, and payable by cross-defendant to cross-plaintiff, or to the mortgage holder, until said judgment has been paid in full. In addition thereto, all of the household furnishings located in said aforementioned property as is now vested in the cross-defendant shall be divested from the cross-defendant, and said furnishings are awarded absolutely to the cross-plaintiff.

As alimony in futuro, the cross-defendant shall pay to the cross-plaintiff the sum of $500.00 per month. Said amount is to be payable on or before the 5th day of each month for that particular month, and commencing on the 5th day of the first month, subsequent to the entry of this decree. Said sum is to be payable until the death or remarriage of the cross-plaintiff. It is further understood that the amount of alimony in futuro as provided for in this decree takes into consideration and contemplates the fact that in all probability that cross-plaintiff will, of necessity, become employed on a full time basis, subsequent to the entry of this decree.

By contractual obligation, and as announced to the Court, the cross-defendant will assume the responsibility for, and will assure the college education of the two children of the parties, to wit, Thomas and Vicki, so long as said children shall maintain a passing grade and shall indicate a desire to continue their college education. The automobiles heretofore furnished

the children by the cross-defendant shall remain in possession of said children. In consideration of the aforementioned furnished to the children by the cross-defendant, the cross-defendant shall have the right and privilege to claim said children as dependents for income tax purposes.

In order to assure that the cross-plaintiff will have some security in the event of the untimely death of the cross-defendant, the cross-defendant will maintain in full force and effect a policy of insurance on his life in the minimum amount of $30,000.00, and with the cross-plaintiff designated as the sole beneficiary thereon. Said policy will be owned by the cross-defendant, and will exist as aforementioned, or until the remarriage of the cross-plaintiff or her death, whichever occurs first. The cross-defendant shall furnish the cross-plaintiff written proof of the existence of said aforementioned policy.

All of defendant's right, title and interest in and to an automobile that has been operated by the cross-plaintiff and is titled jointly in the name of the cross-plaintiff and cross-defendant shall be divested from the cross-defendant, and said automobile awarded to the cross-plaintiff. Said automobile is more particularly described as a 1973 Pontiac, bearing Tennessee Title No. 17516364, and Manufacturer's Identification No. 2P49W3D120432. Cross-defendant shall execute whatever documents that may be necessary for the proper transfer of title to said automobile.

The cross-plaintiff shall retain approximately fifty-nine shares of the common stock of Malone and Hyde, Inc., stock No. 2783, now issued in the names of cross-defendant and cross-plaintiff, and hereinafter, said stock shall be owned

exclusively by the cross-plaintiff. The cross-defendant shall execute whatever documents might be necessary for the transfer of said stock to the cross-plaintiff. In addition thereto, the cross-plaintiff shall retain a $500.00 bond that she has in her possession, and this bond will become the absolute property of the cross-plaintiff.

All right, title and interest that the cross-plaintiff may have in and to certain real property located at Henderson, Tennessee, and consisting of a thirty acre farm, more particularly described as follows:

> BEGINNING at a stake on a corner of a tract of land now owned by Walter Bulliner, near the edge of a field; runs south 80 poles to a stake near the gravel road (running from Montezuma to Phillips School), then north 63° west 100 poles to a stake near some oak bushes, then north 28 poles to a stake near the edge of a field and near a small branch, then east 89 poles to the beginning, containing 30 acres, more or less, this being the identical real estate conveyed to Raymond W. Nance and wife, Julia Nance, by deed from G. C. Nance and wife, Leota Nance, of record in Book 55, page 351, Register's Office, Chester County, Tennessee.

as is now vested in cross-plaintiff, shall be divested from the cross-plaintiff and awarded absolutely to the cross-defendant. The cross-defendant shall hold cross-plaintiff harmless from any further obligation as a result of any mortgage that might exist upon said property. The cross-defendant shall retain all additional stocks and bonds that he has in his possession, either in his name solely, or in the joint names of both parties, together with any checking and savings accounts that he has in his possession. The cross-plaintiff shall execute any documents that might be necessary for the transfer of title to said aforementioned stocks to the cross-defendant.

As a reasonable fee for services rendered cross-plaintiff in this cause, the cross-defendant shall, within sixty days of the entry of this decree, pay to Jack Norman, Jr., solicitor for the cross-plaintiff, the sum of $1,000.00 as attorney's fees.

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

Entered this 25th day of November, 1974.

S/ Hamilton Gayden
SPECIAL JUDGE

APPROVED FOR ENTRY:

S/ Jack Norman Jr.
Jack Norman, Jr., Attorney for Cross-Plaintiff

S/ Jack Butler
Jack A. Butler, Attorney for Cross-Defendant

I certify that I have mailed a copy of this Decree to Mr. Jack A. Butler, attorney for cross-defendant, First American Center, Nashville, Tennessee, this 21st day of November, 1974.

S/ Jack Norman Jr.
Attorney

S8463

Mail Julia Hance
365 Ocala Dr.
Nash. Tenn.

plaintiff in this cause, the cross-defendant shall, within
sixty days of the entry of this decree, pay to Jack Norman, Jr.,
solicitor for the cross-plaintiff, the sum of $1,000.00 as
attorney's fees.

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

Entered this 13th day of November, 1974.

SPECIAL JUDGE

Jr., Attorney for Cross-Plaintiff

IDENTIFICATION REFERENCE
FELIX E. DAVIS REGISTER DAVIDSON CO. TENN.
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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* Raymond Hadley Hance *Plaintiff, and* Julia Elizabeth Hance *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* 16 *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 D. Ezell, *D. C.*