1-21-75
94A/122
1-8-75
112-A/6

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Map 144-14
Par. 5
no

MAX KOMISAR)
)
VS.) NO. 72388
)
DOROTHY LOUISE MIDGETT KOMISAR)

Map 93-6-3
Par. 81
no

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on this the 8th day of January, 1975, before the Honorable Thomas O. H. Smith, Jr., Special Judge, Second Circuit Court of Davidson County, Tennessee, upon the counterclaim for absolute divorce filed by the defendant, Dorothy Louise Midgett Komisar, and said cause was heard on an uncontested basis, and upon the testimony of the defendant,

FEB 19[illegible] MISC A* 16.00 * 16.00

Dorothy Louise Midgett Komisar, and of her witnesses in open Court and upon the property settlement agreement which was orally stated to the Court for its consideration.

From all of which the Court finds that the allegations of the counterclaim for divorce are sustained by the proof and that the plaintiff, Max Komisar, has been guilty of such cruel and inhuman treatment or conduct towards defendant as renders cohabitation unsafe and improper.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that an absolute divorce be, and the same is hereby awarded to Dorothy Louise Midgett Komisar, and she is restored to all the rights and privileges of an unmarried person and the bonds of matrimony between the parties are hereby dissolved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the petition for divorce filed by Max Komisar be, and the same is hereby dismissed.

It further appears and the Court so finds that there are properties jointly owned by plaintiff and defendant including the homeplace on Chickering Lane and the real estate located on Broadway and certain other investments and certain other properties concerning which there needs to be a division of the respective rights and interests of the plaintiff and the defendant.

It further appearing to the Court that the property settlement agreement is right and proper and represents a division of the properties of the plaintiff and defendant, said property settlement agreement is hereby approved by the Court and each and every provision of the property settlement agreement is hereby made the decree of the Court, and the property settlement agreement is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

Plaintiff, Max Komisar, and defendant, Dorothy Louise Midgett Komisar, enter into this agreement subject to the approval of the Court:

1. The decree shall divest plaintiff of all of his right, title and interest in the homeplace on Chickering Lane, Nashville, Davidson County, Tennessee, and shall vest such interest in defendant, Dorothy Louise Midgett Komisar, together with all furnishings therein. Defendant, Dorothy Louise Midgett Komisar, will hold Max Komisar harmless on the indebtedness against the house which is represented by the note and Deed of Trust on the property. From and after the date of this decree, the defendant, Dorothy Louise Midgett Komisar, will pay the notes on said house. The real estate taxes on said property will be prorated as of January 8, 1975 with the plaintiff, Max Komisar, paying the taxes up to that date and the defendant, Dorothy Louise Midgett Komisar, paying the taxes after that date.

2. There is a note owing to Commerce Union Bank in the amount of $3,973.20 . The plaintiff, Max Komisar, agrees to pay these notes as they become due. The defendant, Dorothy Louise Midgett Komisar, agrees that if, as and when she should decide to sell the homeplace on Chickering Lane that she will at that time pay to Max Komisar the sum of $1,986.60 which represents one-half of the balance of this said note to Commerce Union Bank.

3. The plaintiff, Max Komisar, shall pay to the defendant, Dorothy Louise Midgett Komisar, the sum of One Thousand One

Hundred Fifty ($1,150.00) Dollars per month as alimony until her death or remarriage which payments shall commence January 8, 1975, and thereafter on the first day of each succeeding month. Such alimony payments are deductible by Max Komisar for income tax purposes as alimony and are taxable to Dorothy Louise Midgett Komisar. In the event of the remarriage of Dorothy Louise Midgett Komisar, Max Komisar would thereafter pay to Dorothy Louise Midgett Komisar, the sum of One Hundred Fifty ($150.00) Dollars per month for support of Ashley Livingston. The decree will further provide that either party may at any time, including but not limited to three years from now, petition the Court to either increase or decrease the payments provided in this paragraph.

4. The decree will divest out of Dorothy Louise Midgett Komisar, all of her right, title and interest in the real estate on Broadway, Davidson County, Tennessee, and will vest such interest in the plaintiff, Max Komisar.

5. The decree will vest title to the 1973 Cadillac automobile in the defendant, Dorothy Louise Midgett Komisar.

6. The decree will provide that Max Komisar will retain his other properties, real or personal. Max Komisar will immediately make every effort to secure the release of Dorothy Louise Midgett Komisar from any guaranty or endorsement of any kind in connection with his properties or business and in any event will hold her harmless from any liability arising therefrom.

7. The decree will provide that the defendant, Dorothy Louise Midgett Komisar, will retain the life insurance policy which she owns and which she has on the life of the plaintiff, Max Komisar, and she will own same and she will pay the premiums on same.

8. The decree will provide that the plaintiff, Max Komisar, will pay three small bills, namely at Cain Sloan, Grace's and Chesters.

9. The parties will file a joint income tax for the year 1974 and the plaintiff, Max Komisar, will pay the income tax for 1974 and will hold defendant, Dorothy Louise Midgett Komisar, harmless as to any taxes for the year 1974 or any preceding year.

10. The decree will provide that the plaintiff, Max Komisar, will pay to Charles H. Warfield, attorney for the defendant, Dorothy Louise Midgett Komisar, the sum of $5,000.00 payable at the rate of $500.00 per month beginning on the fifteenth day of January, 1975, and thereafter on the fifteenth day of each succeeding month.

11. The decree will provide that the plaintiff, Max Komisar, will pay the Court costs.

12. The decree will provide that the plaintiff and defendant hereinafter have no rights against one another arising out of the marital relationship including, but not limited to, homestead, dower, curtesy, inheritance, descent, distribution, alimony, rights of election against the other's will and all other rights arising out of the marital relationship except such rights as are expressly given in this decree.

CHARLES H. WARFIELD

DOROTHY LOUISE MIDGETT KOMISAR

THOMAS WARDLAW STEELE

MAX KOMISAR

IT IS, THEREFORE, ORDERED that all right, title and interest of the plaintiff, Max Komisar, be divested out of Max Komisar and be vested in the defendant, Dorothy Louise Midgett Komisar, in the following described real estate in Davidson County, Tennessee, and furnishings therein, to wit:

> Being Lot No. 20 and Lot No. 22 on the Plan of Chickering Valley, of record in Book 2331, pages 121, 122 and 123, Register's Office for said County.
>
> Said Lot No. 20 fronts 229.7 feet on the southwesterly side of Chickering Lane and runs back

between lines, 561.6 feet on the southeasterly line and 562 feet on the northwesterly line to a point, and being triangular in shape.

Said Lot No. 22 fronts 183 feet on the southwesterly side of Chickering Lane and runs back between lines, 722.7 feet on the southeasterly line and 832.3 feet on the northwesterly line, to a dead line in the rear on which it measures 138.7 feet.

Being the same real property conveyed to Max Komisar and wife, Dorothy M. Komisar, by deed from Andrew Ewing, Trustee, by deed of record in Book 2594, page 263.

IT IS FURTHER ORDERED that defendant, Dorothy Louise Midgett Komisar, shall hold the plaintiff, Max Komisar, harmless as to the indebtedness on the real estate on Chickering Lane hereinbefore described and she will from and after the date of this decree pay the notes on said real estate. It is further ordered that the real estate taxes will be prorated as of January 8, 1975, with the plaintiff, Max Komisar, paying the real estate taxes as of that date and the defendant, Dorothy Louise Midgett Komisar, paying the real estate taxes after that date.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff, Max Komisar, will pay the note at the Commerce Union Bank which now has a balance of $3,973.20 and if, as and when the defendant, Dorothy Louise Midgett Komisar, sells the Chickering Lane property then and in that event she will reimburse the plaintiff, Max Komisar, the sum of $1,986.60 .

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff, Max Komisar, will pay the sum of One Thousand One Hundred Fifty ($1,150.00) Dollars per month to the defendant, Dorothy Louise Midgett Komisar, as alimony which payment shall continue until her death or remarriage. Said payments shall commence on January 8, 1975, and thereafter on the first day of each succeeding month. Such alimony payments are deductible by plaintiff, Max Komisar, for income tax purposes as alimony and are taxable to defendant, Dorothy Louise Midgett Komisar. It is

further ordered, adjudged and decreed that in the event of the remarriage of the defendant, Dorothy Louise Midgett Komisar, the plaintiff, Max Komisar, would thereafter pay to defendant, Dorothy Louise Midgett Komisar, the sum of One Hundred Fifty ($150.00) Dollars per month for the support of Ashley Livingston. It is further ordered, adjudged and decreed that either party may at any time, including but not limited to three years from now, petition the Court to either increase or decrease the payments provided in this paragraph.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all right, title and interest of the defendant, Dorothy Louise Midgett Komisar, be divested out of her and be vested in the plaintiff, Max Komisar, in the following described real estate in Davidson County, Tennessee, to wit:

> Land in Davidson County, Tennessee, being part of Lot 69 on the Original Plan of Nashville, not of record, described as follows:
>
> Beginning on the northerly margin of Broadway, formerly Broad Street, at a point 49 feet 8 inches, more or less, west of the westerly margin of Fourth Avenue North, formerly Cherry Street, being the Southwest corner of the Abrahams' property; thence with said Abrahams' westerly line northwardly 70 feet, more or less, to said Abrahams' northwest corner; thence at right angles westwardly 37 1/2 feet, more or less, to a point on the easterly line of the Berry property; thence with said Berry's easterly line, southwardly 70 feet to the northerly margin of Broadway; thence with said margin, eastwardly 37 1/2 feet, more or less, to the beginning.
>
> Being the same real property conveyed to Max Komisar and wife, Dorothy Komisar, by deed from "K" Furniture Company, Incorporated, which deed is dated April 11, 1955, and is a record in Book 2395, page 89, Register's Office, Davidson County, Tennessee.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all right, title and interest in and to the 1973 Cadillac automobile shall be vested in the defendant, Dorothy Louise Midgett Komisar.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff, Max Komisar, will receive as his sole and separate

property his other properties, real or personal. It is further ordered that Max Komisar will immediately make every effort to secure the release of Dorothy Louise Midgett Komisar from any guaranty or endorsement of any kind in connection with his properties or business and in any event will hold her harmless from any liability arising therefrom.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant, Dorothy Louise Midgett Komisar, will retain and keep and will own a life insurance policy in the amount of $40,000.00 on the life of the plaintiff, Max Komisar, and she will pay the premiums on same.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff, Max Komisar, will pay three small bills at Cain Sloan, Grace's and Chesters.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties will file a joint income tax return for 1974. The plaintiff, Max Komisar, will pay the income tax due for 1974. Thereafter, the parties will pay their own income taxes. The plaintiff, Max Komisar, will hold the defendant, Dorothy Louise Midgett Komisar, harmless as to any income taxes due for 1974 or prior years thereto.

IT IS FURTHER ORDERED that the plaintiff, Max Komisar, will pay to Charles H. Warfield, attorney for defendant, Dorothy Louise Midgett Komisar, as a portion of his fee the sum of $5,000.00. This fee shall be payable at the rate of $500.00 per month beginning on the fifteenth day of January, 1975, and thereafter on the fifteenth day of each succeeding month until paid in full. When the sum of $5,000.00 has been paid, Max Komisar will have no further obligation to Charles H. Warfield.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff, Max Komisar, shall pay the Court costs.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff and defendant hereinafter have no rights against one

another arising out of the marital relationship including, but not limited to, homestead, dower, curtesy, inheritance, descent, distribution, alimony, rights of election against the other's will and all other rights arising out of the marital relationship except such rights as are expressly given in this decree.

Execution may issue to enforce any of the provisions of this decree.

APPROVED FOR ENTRY:

Charles H Warfield
CHARLES H. WARFIELD

Thomas Wardlow Steele
THOMAS WARDLOW STEELE

Thomas O. H. Smith, Jr.
THOMAS O. H. SMITH, JR.
SPECIAL JUDGE

Enter This 8-21-75 of Jan. 1975

C880001

IDENTIF. REFERENCE

FEB 19 9 44 AM '75

FEE $ ___ REGISTER DAVIDSON COUNTY, TENN.

Max 112A-6 72388 1-8 75

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* Max Komusar *Plaintiff, and* Dorothy Louise Medgett Komusar *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* 19 *day of* February *in the year one thousand nine hundred and* 75 *and in the* 199 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____ *D. C.*