BOOK 4904 PAGE 181 map 94-8 par 26

PRISCILLA HOPE POWERS §
§ NO. 75556
VS §
§ IN THE FOURTH CIRCUIT COURT
§
§ OF DAVIDSON COUNTY, TENNESSEE
MAXWELL DWIGHT POWERS §
MARCH 3rd, 1975.

MINUTE BOOK 95-A, PAGE 286

DECREE

APR 15 MISC A* 8.00 * 8.00

This cause was heard before the Honorable A. B. Neil, Jr., Special Judge of the Fourth Circuit Court of Davidson County, Tennessee, on February 25, 1975, upon the Complaint, the default judgment heretofore duly and regularly entered against the defendant and upon the testimony of witnesses.

The Court finds that the averments of the Complaint are true, they having been fully sustained by the proof, that the defendant, Maxwell Dwight Powers, is guilty of such cruel and inhuman treatment or conduct toward the plaintiff, Priscilla Hope Powers, as to render it unsafe and improper for the plaintiff to cohabit with the said defendant; that the plaintiff is a fit, suitable and proper person to have the custody of Michael Shane Powers, the minor child of the parties, who was born on June 28, 1972; that the welfare and best interests of said child require that his custody be awarded to the plaintiff. The Court further finds that the plaintiff is entitled to child support, to a division of the personal properties as averred in the Complaint, and to the alimony as sought in said Complaint.

IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED as follows:

1. That an absolute divorce be and hereby is granted unto the plaintiff, Priscilla Hope Powers; that the bonds of matrimony subsisting between her and the defendant, Maxwell Dwight Powers, be and hereby are forever dissolved and that the parties be and hereby are vested with all the rights and privileges of unmarried persons.

2. That custody of Michael Shane Powers, the minor child of the parties, be and hereby is awarded to the plaintiff, Priscilla Hope Powers, and that the defendant may see said child at reasonable times and places.

3. That the defendant shall pay directly to the plaintiff child support in the amount of Thirty Dollars ($30.00) each week commencing February 28, 1975, and continuing each week thereafter until said child reaches that age at which, under Tennessee law then in effect, a father is no longer liable for the support of his child, or until said child dies or until the said defendant, Maxwell Dwight Powers, dies, whichever event shall first occur, or until this Court otherwise decrees. The said defendant shall also pay all medical, drug and hospital expenses of said child that are not covered by insurance.. This cause shall be retained in Court as to custody and support of said child and this Decree shall be subject to modification as to such child support and custody, all as provided for by the statute.

4. That all right, title and interest of the defendant, Maxwell Dwight Powers, in and to the household goods, furniture, appliances, utensils and other articles of like nature including a television set on which a balance is owing to General Electric Credit Corporation are divested out of the defendant and are vested in the plaintiff, except that the defendant shall retain all title to his personal belongings such as tools, guns, etc., and except as to the stereo, the portable tape player and the broken television set, and the plaintiff's right, title and interest in these items are divested out of her and are vested in the said defendant. The defendant shall pay as they accrue all installments owing to the said General Electric Credit Corporation on the first mentioned television set.

5. That the said defendant shall also pay any and all other current accounts owing at the time the Complaint was filed.

6. That as alimony all right, title and interest of the defendant, Maxwell Dwight Powers, in and to that tract of land which was conveyed to Maxwell Dwight Powers and wife, Priscilla Hope Powers, by deed from William Alfred Calvin and wife, Jean G. Calvin, dated May 25, 1968, of record in Book 4238, page 549, of the Register's Office for Davidson County, Tennessee, be divested out of him and are vested solely and absolutely in the plaintiff, Priscilla Hope Powers, subject, however, to the first mortgage indebtedness

owing on same and held by Guaranty Mortgage Company. The plaintiff shall indemnify and save the defendant harmless from all liability on said first mortgage indebtedness. Said tract of land is described as follows:

> "A certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described as follows:
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> "Being Lot No. 20 on the Plan of Dahlia Gardens, Section 2, as of record in Book 2900, page 82, Register's Office for said County.
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> "Said Lot No. 20 fronts 97 feet on the southerly side of Dahlia Drive and extends back 214.4 feet on the easterly line and 212.4 feet on the westerly line to a dead line, measuring 101 feet thereon.
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> "Being the same property conveyed to Jean G. Calvin by deed from James H. May and wife, Gwendolyn Jean P. May, as of record in Book 3338, page 447, Register's Office for Davidson County, Tennessee."
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> This is the same property as was conveyed to Maxwell Dwight Powers and wife, Priscilla Hope Powers, by deed from William Alfred Calvin and wife, Jean G. Calvin, dated May 25, 1968, of record in Book 4238, page 549, Register's Office for Davidson County, Tennessee.

7. That as further and additional alimony to the plaintiff, all the right, title and interest of the defendant, Maxwell Dwight Powers, in and to that tract of land which was conveyed to Maxwell Dwight Powers and wife, Priscilla Hope Powers, by installment deed from Ruby T. Smith dated October 13, 1970, of record in Deed Book 204, page 402, of the Register's Office for Wilson County, Tennessee, (he being designated in said deed as Maxwell D. Powers) be and hereby are divested out of the said Maxwell Dwight Powers and vested in the plaintiff, Priscilla Hope Powers, subject to any indebtedness still owing by the parties to the said Ruby T. Smith secured by lien on said property. The plaintiff, Priscilla Hope Powers, shall indemnify and save harmless the said defendant, Maxwell Dwight Powers, from any and all liability on said indebtedness to the said Ruby T. Smith. Said tract of land is described as follows:

> "A certain tract or parcel of land in Wilson County, Tennessee, more particularly described as follows:
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> "Land lying and being in the First Civil District of Wilson County, Tennessee, and described according to an unrecorded survey made by Cummings and Cummings, September 30, 1970, as follows to wit:
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> "Beginning at a point in the easterly margin of Green-

hill Road, said point being the southwest corner of the Paul Allen property and the northwest corner of the herein described property; thence south 74° 14' east, 510 feet to an iron pin; thence south 7° 42' west, 210.0 feet to an iron pin; thence north 74° 14' west, 510.0 feet to a point in the easterly margin of north Greenhill Road; thence north 8° 00' east 210 feet to the point of beginning and contains 2.46 acres more or less.

"Being part of the property conveyed to Ruby T. Smith by deed from Charles W. Smith, et al of record in Deed Book 143, page 400, Register's Office for Wilson County, Tennessee, and by deed from A. B. McNabb, Clerk and Master, of record in Deed Book 143, page 403, said Register's Office." This is the same property as was conveyed to Maxwell Dwight Powers and wife, Priscilla Hope Powers, by deed from Ruby T. Smith dated October 13, 1970, of record in Deed Book 204, page 402, Register's Office for Wilson County, Tennessee.

8. That if the defendant has personally obligated himself for the payment of any balance owing on the plaintiff's 1974 Oldsmobile, the plaintiff shall indemnify and save the defendant harmless from such liability. If the plaintiff has obligated herself to pay any indebtedness on any vehicle owned by the defendant, the said defendant shall indemnify and save the plaintiff harmless from all liability on same.

9. That the defendant, Maxwell Dwight Powers, shall pay the costs of this cause, for which let execution issue if necessary.

Enter this 3 day of Mar 1975

A. B. [illegible]
Judge

Approved for entry:

CALLICOTT, MARSHALL, HAVRON & McBROOM

By Claude Callicott
Claude Callicott

Attorney for Plaintiff,

FILED APR 15 1 51 PM '75 WILSON JT REGISTER WILSON COUNTY, TENN.

IDENTIF. REFERENCE

C94304

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 divorce decree *had in said Court in the case heretofore prosecuted and determined therein, between* Priscilla Hope Powers, *Plaintiff, and* Maxwell Dwight Powers, *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* 14th *day of* April *in the year one thousand nine hundred and* seventy-five *and in the* 199th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Mildred Carter, *D. C.*