119-8 P.6-7
119-10 P.9
119-14 P.217-218-27-275-246
118-4 P.216-217
120-14 P.49
133-2 P.374 PW

106-13 P.74
181 P.14

2-4-75
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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

BETTY LOU DORNAN)
)
VS.) NO. 74407
)
CHARLES ROGER DORNAN)

D E C R E E

This cause came on to be heard on this the 17th day of January, 1975, before the Honorable Jack Norman, Jr., Special Judge sitting for the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the complaint of the complainant, answer of the defendant, testimony of witnesses in open Court, and the entire record in this cause, from all of which it appears to the Court that the allegations of the original complaint have been sustained by the proof, and that the defendant, Charles Roger Dornan, has been guilty of such cruel and inhuman treatment or conduct towards the complainant as renders cohabitation unsafe and improper, and for her to be under his dominion and control.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the complainant, Betty Lou Dornan, be and hereby is granted an absolute divorce from the defendant, Charles Roger Dornan, and the complainant is hereby restored to all the rights and privileges of an unmarried person.

It further appearing to the Court that the parties hereto have reached a property settlement agreement between themselves, which property settlement is in words and figures as follows:

"A G R E E M E N T

"THIS AGREEMENT made and entered into on this the 15th day of January, 1975, by and between BETTY LOU DORNAN, hereinafter referred to as the First Party, and CHARLES ROGER DORNAN, hereinafter referred to as the Second Party,

W I T N E S S E T H:

"WHEREAS, the parties are husband and wife and have ceased to live together because of irreconcilable differences between them which then and now render it impossible for them to live together as husband and wife; and

"WHEREAS, it is the desire of both parties to enter into a written agreement relative to their marital and property rights and to make transfers of interests in property pursuant to such agreement so as to settle fully and finally all rights, interests, and claims of every kind and character arising or that may arise out of the marital relation existing between them.

"NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, it is hereby agreed between the parties as follows:

"1. The First Party is to have as her absolute property the residence of the parties located at 169 McCall Street, Nashville, Davidson County, Tennessee, together with the furniture, household goods and personal property of the parties located at said residence. The Second Party agrees to pay in full the mortgage indebtedness owing on said property located at 169 McCall Street on or before July 1, 1979, and to make the monthly payments on said mortgage indebtedness prior to said date.

"2. The First Party is to have as her absolute property the 1974 Ford automobile of the parties, and the Second Party shall pay in full the indebtedness owing on said automobile within one (1) year from the date of a decree of divorce granted to the First Party.

"3. The Second Party shall pay to the First Party the sum of $5,000.00 on the date of a decree of divorce granted to the First Party. The Second Party shall pay to the First Party the additional sum of $15,000.00, to be paid at the rate of $2,500.00 per year, the first payment shall be made one (1) year from date of said divorce decree, and the remaining payments each for a like amount shall be made, two (2) years, three (3) years, four (4) years, five (5) years and six (6) years, respectively, from the date of said divorce decree, together with interest at the rate of seven per cent (7%) per annum on the unpaid balance, payable annually until said sum has been paid in full.

"4. The Second Party shall pay to the First Party the sum of $100.00 per week for the remainder of her lifetime. The Second Party will pay in addition thereto the electric bill and the water bill incurred by the First Party each month at the parties' residence, 169 McCall Street, Nashville, Davidson County, Tennessee, or at any residence that may be hereafter acquired by the First Party.

"5. The Second Party shall pay to the First Party each year, said payment to be made on January 1, 1976, and each year thereafter, the sum of $750.00 to be used by the First Party to pay state and county property taxes, property insurance premiums and automobile insurance premiums.

"6. The Second Party shall maintain his life insurance policy with New York Life No. 30836369 covering the unpaid balance of the mortgage indebtedness owing on the residence of the parties located at 169 McCall Street, Nashville, Davidson County, Tennessee, until the mortgage indebtedness has been paid in full. The Second Party shall also maintain his G. I. insurance Policy Number 17595994, having the First Party as beneficiary during the remainder of the lifetime of the First Party.

"7. The Second Party shall maintain for the remainder of his life a $25,000.00 term life insurance policy on his life with the General American Life Insurance Company designating First Party as primary beneficiary and the parties' children as secondary beneficiaries, share and share alike.

"8. The parties agree that it is to the best interest and welfare of the minor children of the parties, Timothy Charles Dornan, Deborah Lynn Dornan, Stephen Patrick Dornan, and Kimberly Denise Dornan, for the First Party to have their exclusive care, custody and control, subject to reasonable visitation rights of the Second Party. The Second Party agrees to pay the tuition payments, school expenses, clothing expenses and medical and dental expenses of the minor children of the parties during their minority.

"9. The Second Party shall pay to John J. Hollins, attorney for the First Party, the sum of $1,000.00 as his attorney's fee for representing the First Party in this matter.

"10. The Second Party agrees to assume full responsibility for all the debts of the parties incurred prior to the date of this agreement, which shall include but not be limited to approximately $15,000.00 owed to First American National Bank of Nashville, Tennessee, $4,000.00 owed to Mutual Life Insurance Company of New York, and approximately $160,000.00 owed by the parties on real estate in their joint names located in Davidson County, Tennessee, and in Williamson County, Tennessee. The Second Party agrees to assume the mortgage indebtedness owing on all the hereinafter described property which he shall receive under the terms of this Agreement,

and agrees to hold the First Party harmless from any and all claims arising from said debts and from said mortgage indebtedness.

"11. The Second Party shall pay the court costs in a divorce action now pending between the parties in the Circuit Court of Davidson County, Tennessee.

"12. The Second Party shall have as his absolute property the remaining real and personal property of the parties, including but not limited to, the real estate described in Exhibit 1 hereto.

"13. This Agreement is entered into for the purpose of settling the property rights by and between the parties, and shall be expressly subject to the approval of the Court. This Agreement shall be embodied in any decree of divorce entered by the Court, and in the event no decree is granted, this Agreement shall be of no force and effect.

"14. It is fully agreed that both parties will execute, acknowledge and deliver such instruments as may be necessary and proper to effectuate the transfer of title to real and personal property pursuant hereto, and such other instruments as shall be necessary to carry out the terms of this Agreement.

"Executed this the 15th day of January, 1975.

S/ Betty Lou Dornan
BETTY LOU DORNAN
FIRST PARTY

S/ Lola J. LaRue
WITNESS

S/ CHARLES ROGER DORNAN
CHARLES ROGER DORNAN
SECOND PARTY

S/ Ralph Christian
WITNESS

"EXHIBIT 1

"Real estate owned by Betty Lou Dornan and Charles Roger Dornan as tenants by the entirety: house and lot located at 1302 Cummins Street, Nashville, Davidson County, Tennessee; house and lot located at 2813 St. Edwards Drive, Nashville, Davidson County, Tennessee; house and lot located at 250 East Tanksley Avenue, Nashville, Davidson County, Tennessee; duplex located at 410 Wimpole Drive, Nashville, Davidson County, Tennessee; duplex located at 315 East Morton Street, Nashville, Davidson County, Tennessee; commercial shop located at 2251 Winford Street, Nashville, Davidson County, Tennessee; lot located at 313 East Morton Street, Nashville, Davidson County, Tennessee; lots 2 and 3 located on East Morton Street, Nashville, Davidson County, Tennessee; Lot 2249 located on Winford Street, Nashville, Davidson County, Tennessee; 3-acre lot located on Holt Road, Nashville, Davidson County, Tennessee; farm known as the "Haley Farm" located at Route 2, College Grove, Tennessee; Lots 7 and 8 located on Webb Road, College

Grove, Tennessee; Lots 2, 3 and 6 located on Highway 41, Triune, Tennessee; a 20-acre tract of land located on Owl Creek Road, Nolensville, Tennessee; duplex located at 408 Wimpole Drive, Nashville, Davidson County, Tennessee; and duplex located at 2158 Whitney Avenue, Nashville, Davidson County, Tennessee."

And it further appearing to the Court that said property settlement agreement is fair and reasonable and should be in all things and respects approved; IT IS ACCORDINGLY SO ORDERED, ADJUDGED AND DECREED by the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the complainant, Betty Lou Dornan, shall have exclusive care, custody and control of the minor children of the parties, Timothy Charles Dornan, Deborah Lynn Dornan, Stephen Patrick Dornan, and Kimberly Denise Dornan, and the defendant, Charles Roger Dornan, shall have the right to see and be with said minor children at reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the defendant, Charles Roger Dornan, shall pay the costs of said cause, to enforce the collection of all of which execution may issue, if necessary.

Enter This 4 Day of FEB 1975

SPECIAL JUDGE

SCHULMAN, McCARLEY, HOLLINS & PRIDE

BY: _____
John J. Hollins
Attorneys for Complainant

_____
Ralph Christian
Attorney for Defendant

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IDENTIFICATION REFERENCE

JUN 2 10 20 AM '75

FEE REGISTER
DAVIDSON COUNTY, TENN.

JUN-25 MISC A* 12.00 * 12.00

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* Betty Lou Dorman *Plaintiff, and* Charles Roger Dorman *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* 2nd *day of* June *in the year one thousand nine hundred and* seventy five *and in the* 1974 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By N Morgan, *D. C.*