Signed

BOOK 4920 PAGE 164

IN THE FIFTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

104-4 113-8
207 70

JANET EVANS BATSON,)

Complainant,) 104-16 92-13
330 270-26B

VS.) NO. 75700

PW

DR. JACK MILLER BATSON)

Defendant.)

FINAL DECREE

This cause came on to be heard on the 11th day of March, 1975, before The Honorable Stephen North, Judge of the Fifth Circuit Court of Davidson County Tennessee, upon the Complainant's petition for absolute divorce, the answer of the Defendant, testimony of the parties and corroborating witnesses in open Court, statement of counsel and the entire record. From all of which the court finds that the Complainant has sustained her grounds for divorce, and that the Defendant has been guilty of such cruel and inhuman treatment or conduct toward the Complainant as renders further cohabitation unsafe and improper.

It is, therefore, ORDERED, ADJUDGED AND DECREED that the Complainant is awarded an absolute divorce from the Defendant and restored to all the rights and privileges of an unmarried person.

It is, further, ORDERED, ADJUDGED AND DECREED as follows:

(1) The Complainant is hereby awarded, and appropriate documents and instruments shall be executed and recorded to reflect such award, the following assets and liabilities:

ASSETS

REAL ESTATE

The Complainant, Janet Evans Batson, is hereby granted title and ownership of the following real property and title is vested in her and this Final Decree may be recorded as evidence of ownership:

(a) The ownership interest of Jack M. Batson in the residential dwelling, 417 Davidson Road, Nashville, Tennessee is hereby divested out of him and complete ownership is vested in Janet Evans Batson. A legal description of the residential dwelling is as follows:

115-B 70

Being Lot #6 on the Plan of West Meade Village, Section C1, of record in Book 2331, Page 25, Register's Office for Davidson County, as follows:

Said Lot #6 fronts 210.0 feet on the southerly side of Davidson Road and extends back between lines, 377.1 feet on the easterly line and 377.5 feet on the westerly line to a dead line in the rear on which it measures 160.0 feet thereon.

Being the same property conveyed to Carlton B. Tarkington and wife, Rebecca F. Tarkington by deed from Patterson and Fox Construction Company, of record in Book 4003, Page 287, said Register's Office.

(b) Apartment House, Wallace Apartments, 1203 Seventeenth Avenue, South, Nashville, Tennesse is divested out of Jack M. Batson and vested in Janet Evans Batson. A legal description of these apartments is as follows:

104-4 207

Being a part of Lot No. 22 on the O. B. Hayes Plan of Large Lots Nos. 21-87 inclusive, of record in Book_____ Page_____, Register's Office for said County, as follows:

Beginning at a point in the westerly margin of 17th Avenue South, formerly Addison Street, 55 feet southerly from the southwest corner of Edgehill Avenue and said 17th Avenue South, running thence with the westerly margin of 17th Avenue South, 60 feet to a point; thence westwardly at right angles 164 3/4 feet, more or less, to the center of an alley; thence northwardly and parallel with the westerly margin of 17th Avenue South, 60 feet to a point; thence eastwardly and parallel with and 55 feet south of the southerly margin of Edgehill Avenue, 164 3/4 feet, more or less, to the point of beginning.

(c) Apartment House, Albemarle Apartments, 2120 Belmont Boulevard, Nashville, Tennessee is divested out of Jack M. Batson and vested in Janet Evans Batson. A legal description of these apartments is as follows:

> Being the Southerly Part of Lot No. 128 on the Map of Belmont Land Company's Plan of Lots, Called "Belmont Heights", of record in Book 421, page 34, Register's Office for said County, as follows:
>
> 104-16 330
>
> Beginning at a point in the northeast intersection of Belmont Blvd. and Ashwood Avenue; thence along the north margin of Ashwood Avenue, northeasterly 186 feet to a point in the westerly margin of an alley; thence with the margin of said alley, northerly 54 feet to a point 3 feet from the common corner of Lot Nos. 128 and 129; thence southwesterly 186 feet to the northeast margin of Belmont Blvd., being 5 feet from the common corner of Lot Nos. 128 and 129; thence with the margin of said Belmont Blvd. southeasterly 95 feet to the point of beginning.
>
> Being the same property conveyed to H. Ferrell Shipp by deed from Reavin Barskin and wife, of record in Book 3710, page 555, said Register's Office.

PERSONAL PROPERTY

(a) Furniture, appliances, personal items, and general home contents at 417 Davidson Road, Nashville, Tennessee, except for personal books, pictures (Hobo and medical school class), filing cabinet with personal papers, wine making equipment, 16-guage shotgun, set of carpenter's tools owned since childhood, record collection owned since childhood, and chess set which shall be itemized by defendant with specificity.

(b) Furniture, appliances, personal items, and general apartment contents at Wallace Apartments, 1203 Seventeenth Avenue, South, Nashville, Tennessee and Albemarle Apartments, 2120 Belmont Boulevard, Nashville, Tennessee.

(c) 1969 Ford Automobile

(d) 1973 Oldsmobile Automobile

(e) West Meade Club Membership

ACCOUNTS RECEIVABLE

(a) Promissory Note from Mr. Campbell of approximately $2,299.16.

(b) Promissory Note from Mr. Mullins of approximately $4,072.55.

SECURITIES AND CASE

(a) Stocks in Janet Batson's name having an approximate value at March 11, 1975, of $4,402.

(b) Cash in Complainant's Savings Account of approximately $1,000.

LIABILITIES

NOTES PAYABLE

(a) Note payable to former owner of Albermarle Apartments, 2120 Belmont Boulevard, Nashville, Tennessee in the approximate amount of $33,700.

(2) The Defendant is hereby awarded, and appropriate documents and instruments shall be executed and recorded to reflect such award, the following assets and liabilities.

ASSETS

REAL ESTATE

The Defendant, Dr. Jack Miller Batson, is hereby granted title and ownership of the following real property and title is vested in him and this Final Decree may be recorded as evidence of ownership:

(a) The ownership interest of Janet E. Batson in the rental property, (1 Lot) 1907 State Street, Nashville, Tennessee and the medical office (2Lots) 1911 State Street, Nashville, Tennessee is hereby divested out of Janet E. Batson and complete ownership is vested in Jack M. Batson.

A legal description of said rental property and medical office is as follows:

TRACT #1

Land in Davidson County, Tennessee, being Lot No. 9, Division "A", Murphy Land Company, of record in Book 161, page 113, Register's Office for said County.

Said Lot No. 9 fronts 49.9 feet on the southerly side of State Street and runs back between lines 170.5 feet to an alley, measuring 49.8 feet thereon.

Being the same property conveyed to Agnes A. Murray by deed from P. A. Murray, of record in Book 486, page 376, Register's Office for Davidson County, Tennessee.

TRACT #2

Land in Davidson County, Tennessee, being Lot No. 10 on the plan of the Murphy Land Company, Davidson "A", subdivision of lots Numbers 260 and 261, Boyd Home Tract, as of record in Book 161, page 113, Register's Office for said County.

Said No. 10 fronts 49.9 feet on the southerly side of State Street and runs back between parallel lines 170.5 feet to an alley.

Being the same property conveyed to Harris A. Gilbert, Pauline Gilbert and Charles Gilbert, Jr., as equal tenants in common, by deed from G. William Davis and Andrew H. Miller, of record in Book 4233, page 325, Register's Office for said County.

TRACT #3

Being part of Lot No. 259 on the Plan of Boyd Home Tract, as of record in Book 21, Page 39, Register's Office for said County, described as follows: Beginning at the Northwest corner of subject property; thence eastwardly with the south margin of State Street 50 feet to a point; thence southwardly and along a line parallel with the west margin of said Lot No. 259, 170 feet, more

or less, to a 20 foot alley, which is not opened; thence westerly in a straight line 50 feet to the western boundary of said Lot No. 259; thence northwardly, with said boundary 170 feet, more or less, to the point of beginning.

Being the same property conveyed to Mike M. Wilson and wife Gladys M. Wilson, by deed from Floyd Gray and Wife Lena Mai Blair Gray, of record in Book 2736, page 482, said Register's Office.

(b) The ownership interest of Janet E. Batson in the Lake House, Lakeview Drive, Cheatham County, Tennessee is hereby divested out of Janet E. Batson and complete ownership is vested in Jack M. Batson. A legal description of said Lake House is as follows:

Land in the 9th Civil District of Cheatham County, Tennessee, being Lot # 24 in Hillview Lake Sites Subdivision as shown on the plan of said subdivision, of record in Deed Book 89, Page 477, Register's Office for Cheatham County, Tennessee, to which record reference is hereby expressly made.

Being the same property conveyed to William E. Booth and wife, Bettie L. Booth, by deed from Harry L. Swain and wife, June Ray Swain, of record in Book 124, Page 149, Register's Office for Cheatham County, Tennessee.

PERSONAL PROPERTY

(a) Furniture, appliances, equipment, and medical systems at 1911 State Street.

(b) 1971 Oldsmobile Automobile

(c) Furniture, appliances, personal items, and general home contents at Lakeview Drive, Cheatham County, Tennessee

(d) Fishing boat with motor

ACCOUNTS RECEIVABLE

(a) Accounts receivable by the Defendant in his medical practice

SECURITIES AND CASH

(a) Stocks in Dr. Jack Batson's name having an approximate value at March 11, 1975, of $52,910.00

(b) Westside Hospital Stock

(c) Keogh Plan cash value and benefits to date

(d) Cash in Defendant's Savings Account of approximately $12,500

(3) As to any mortgage indebtedness on any of the aforesaid real estate herein vested in the plaintiff, Janet E. Batson, said plaintiff shall pay, indemnify and hold harmless the defendant from any such obligation or indebtedness and further that any mortgage indebtedness, note or other obligation owed upon any of the real estate herein vested in the defendant, Jack M. Batson, said defendant shall pay, indemnify and hold harmless the plaintiff on any such obligation on said property herein vested in him.

LIABILITIES

NOTES PAYABLE

(a) Note payable on 1907 and 1911 State Street properties of approximately $10,000

(b) Brokerage Margin Account at Merrill, Lynch, Pierce, Fenner & Smith, Inc. of approximately $27,719.64 at March 11, 1975.

(4) The custody of the parties' two minor children, Brian Evans Batson and Alan Davidson Batson, is placed with the Complainant and the Defendant shall have the right to visit with the children of the parties on every other weekend from 1:00 o'clock P.M. on Saturday until 6:00 o'clock P.M. on Sunday, such visitation to begin on the weekend of March 22, 1975, and further that Defendant shall have the right to visit with the parties' children

on every Thursday night from 5:30 o'clock P.M. until 8:00 o'clock P.M. In the event that the children are unable to visit with Defendant at the specified times, the children shall notify the Defendant the day prior to the visitation period and conversely, if Defendant is unable to visit with the children during the specified visitation period, he shall notify the children the day prior to the visitation period. More extended periods of visitation in the summer months may be agreed upon by the parties.

(5) The Defendant shall pay the Complainant for purposes of child support the sum of Three Hundred Fifty Dollars ($350) monthly for each child until the parties' children have reached the age of eighteen; and further the Defendant shall pay all private school tuition and related administrative charges for both children until they have graduated from secondary schools and Complainant shall instruct the respective schools to send such billing invoices direct to Defendant at his office address and upon receipt of such invoices Defendant shall promptly pay same. All child support payments shall be sent to Complainant made payable to "Janet Batson" at 417 Davidson Road, Nashville, Tennessee, or at such other address as Complainant may notify the Defendant by certified mail.

(6) The Defendant shall pay the Complainant for purposes of alimony the sum of Seven Hundred Fifty Dollars ($750) monthly until she remarries, and these alimony payments shall be made payable to the Complainant at 417 Davidson Road, Nashville, Tennessee or at such other address as Complainant may notify the Defendant by certified mail.

(7) The child support and alimony payments shall commence on April 5, 1975, and continue thereafter on or before Fifth day of each month.

(8) The Defendant agrees to either pay or be responsible for satisfaction in full of all reasonable physician, medical

(including eye-care and dental), hospital, and prescription medicines for Complainant and all three children of the parties. Complainant shall use her best efforts to maximize the availability of any reciprocal or courtesy arrangements that might be available to her or the children by virtue of the Defendant's profession.

(9) The Defendant shall be completely responsible for the college educations of all three of the children of the parties.

(10) The Defendant shall pay the Complainant's legal fees and itemized costs incidental thereto to Woods and Woods, A Professional Law Association, as approved by this Court in the amount of Nine Thousand Four Hundred Fifty-Nine Dollars and Fourty Cents ($9,459.40) and will further pay the costs of One Thousand One Hundred Dollars ($1,100) for the real estate appraisals prepared by Charles C. Brown, Jr. for Complainant as a result of the legal proceeding which is the subject of this final decree.

The costs of this cause shall be taxed against the Defendant.

Entered this 27th day of March, 1975.

Stephen Marsh
JUDGE

mail to:
Woods & Woods
121 Seventeenth Ave. S.
Nashville, Tenn.
37203

D01800

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IDENTIF. REFERENCE

JUN 9 1 46 PM '75

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

JUN-9 75 MISC A* 20.00 * 20.00

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* JANET EVANS BATSON *Plaintiff, and* JACK MILLER BATSON *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* 6th. *day of* JUNE *in the year one thousand nine hundred and* SEVENTY-FIVE *and in the* 199th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature], *D. C.*

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