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IN THE FOURTH CIRCUIT COURT OF

DAVIDSON COUNTY, TENNESSEE

RUTH ELIZABETH PARKER-DAVIE,

Complainant,

VS. NO. 72462

MOSE J. DAVIE,

Defendant.

FINAL DECREE

AUG 11 75 MISC A* 10.00 * 10.00

This cause came on to be heard on the 18th and 19th days of September, 1974, before the Honorable George S. Child, Jr., Judge, sitting by interchange, upon the complainant's petition for absolute divorce, the answer and cross-complaint of the defendant, the complainant's answer to the cross-complaint, testimony of the parties and corroborating witnesses in open Court, statement of counsel and the entire record. From all of which, the Court finds as set forth in the Court Memorandum of Opinion and Finding of Fact dated October 15, 1974, which is incorporated in this Final Decree by reference as if set out verbatim herein.

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 that the cross-complaint of the defendant is dismissed.

It is further ORDERED, ADJUDGED AND DECREED that the custody of the parties' minor child, ARNETTA DAVIE, is placed with the complainant with all reasonable and proper visitation privileges allowed to the defendant.

It is further ORDERED, ADJUDGED AND DECREED that the defendant shall pay to the complainant for purposes of child support the sum of Five Hundred Dollars ($500.00) per month, said payments to continue on a monthly basis until the parties' child has completed an undergraduate college degree, a business school or junior college diploma or the like, or until the child ceases attending such an institution, the child being over eighteen (18) years of age, said payments not to continue during post-graduate work.

It is further ORDERED, ADJUDGED AND DECREED that the complainant is awarded and the defendant shall transfer to her all of his right, title and interest in and to the house and lot which has been the parties' residence located at 3962 Drakes Branch Road, Nashville, Davidson County, Tennessee, and the lot which adjoins the residence property, both pieces of real property to be transferred to the complainant in fee simple and unencumbered.

It is further ORDERED, ADJUDGED AND DECREED that any encumbrance or lien which attaches to the parties' residence or to the adjoining lot as a result of the moral obligation of the defendant to his sister is not a legal obligation and shall not be effective as to the complainant in her ownership of the said property.

It is further ORDERED, ADJUDGED AND DECREED that the complainant is awarded all of the furniture and property in the parties' residence on Drakes Branch Road with the exception of the pool table and the defendant's personal property, which the defendant may keep and retain as his own.

It is further ORDERED, ADJUDGED AND DECREED that the complainant shall retain her own automobile and shall be responsible for the indebtedness thereon, and that the defendant shall retain his own automobile.

It is further ORDERED, ADJUDGED AND DECREED that the complainant shall be responsible for the payment of the following of her own

personal debts: Credit Union Loan - $1,848.48; McClures - $174.82; Cain-Sloan Co. - $363.30; Auto Insurance - $84.00; Prago Guyes - $42.72; Gulf Oil - $101.59; American Oil - $121.78; Rich-Schwartz - $83.77; Castner Knott's - $279.57; Bunch Cadillac - $9.69; Sears - $99.18; Payne Furniture - $60.25; Southern Living - $8.00; American Express - $370.00; and that the complainant shall be responsible for payment of all debts which accrue to her and to the household after September 19, 1974, the defendant being obligated to pay all household or family debts which accrued prior to September 19, 1974, with the exception of the complainant's debts specifically set out heretofore.

It is further ORDERED, ADJUDGED AND DECREED that the complainant is awarded,and the defendant shall transfer into her name, One Hundred Thousand Dollars ($100,000) of the defendant's trust account with the Commerce Union Bank of Nashville, Tennessee with the following provisions: (1) that if and when the complainant wishes to dispose of any of the corpus of this property the defendant has first refusal at whatever the value of that particular property is; (2) that whatever income there is from this property to the complainant will be subtracted from the figure of Seven Hundred and Fifty Dollars ($750.00) per month and the difference will be paid to the complainant as alimony, and (3) that at such time as child support payments terminate, whatever income there is from this property to the complainant will be subtracted from the figure of Five Hundred Dollars ($500.00) per month and the difference will be paid to the complainant as alimony.

It is further ORDERED, ADJUDGED AND DECREED that alimony and child support payments shall be paid by the defendant to the complainant from the date of this decree and, should there be an appeal from this decree, during the pendency of such appeal.

It is further ORDERED, ADJUDGED AND DECREED that the complainant shall transfer to the defendant all of her right, title and

interest in and to the parties' lake house which is located on Blondell Drive at Old Hickory, Tennessee.

It is further ORDERED, ADJUDGED and DECREED that the defendant may retain as his property all of the furnishings in the lake house at Old Hickory, Tennessee, as well as his personal property therefrom, all of the rental property which he owns, his business property at 1026 Fourth Avenue, North, Nashville, Tennessee, the balance of the trust account at Commerce Union Bank, his fishing boat, the speed boat, and his camper.

It is further ORDERED, ADJUDGED and DECREED that the complainant is awarded as alimony and the defendant shall pay ~~the~~ as alimony which is allowed as fees of the complainant's attorneys, Woods, Woods & Sisk, in the sum of Nine Thousand Dollars ($9,000.00), for services rendered complainant and minor child in this cause. The costs of this cause shall be taxed against the defendant.

This decree was made on the 15th day of October, 1974, and is entered nunc pro tunc.

This the 23 day of December, 1974.

George S. Child Jr.
JUDGE by Interchange

APPROVED FOR ENTRY:

Jayne Ann Woods
JAYNE ANN WOODS

T. Edward Sisk by J.A.W.
T. EDWARD SISK
Counsel for Complainant

I hereby certify that a copy of the foregoing Final Decree has been mailed to Mr. Wilson N. West and Mr. Robert E. Lillard, counsel for the defendant, this 10th day of December, 1974.

Jayne Ann Woods

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IDENTIF. REFERENCE
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FELIX A. NILSON II REGISTER
DAVIDSON COUNTY, TENN.

To the foregoing action of the Court, the Defendant prays an appeal to the next term of the Court of Appeals for the State of Tennessee, sitting at Nashville, which appeal is by the Court granted, upon Defendant executing an appeal bond within thirty (30) days of this date and filing his Bill of Exceptions within sixty (60) days.

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* RUTH ELIZABETH PARKER DAVIE *Plaintiff, and* MOSE J. DAVIE *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* 5th. *day of* AUGUST *in the year one thousand nine hundred and* SEVENTY-FIVE *and in the* 200th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Jones Smith, *D. C.*

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