BOOK 4960 PAGE 188

LINDA DEMIEN LYNCH,

Plaintiff

VS.

RICHARD ARTHUR LYNCH,

Defendant

IN THE FIFTH CIRCUIT COURT FOR

DAVIDSON COUNTY, TENNESSEE

NO. 77771

Map Par. 9/8/75
120-15-38
30A/521

FINAL DECREE

This cause came on to be heard on the 3rd day of September, 1975, before the Honorable Stephen North, Judge of the Fifth Circuit Court for Davidson County, Tennessee, on the Complaint for divorce, the Answer and Cross-complaint of defendant and cross-complainant, the Agreement of the parties announced in open Court by their counsel that the case be heard on the Complaint as a non-contested case, the Property Settlement Agreement entered into by and between the parties and stated to the Court by their respective counsel, the testimony of witnesses in open Court and the record as a whole, from all of which it duly appeared to the Court that the plaintiff is entitled to an absolute divorce on the grounds that the defendant is guilty of such cruel and inhuman treatment or conduct towards plaintiff as renders cohabitation unsafe and improper and for the plaintiff to be under the dominion and control of the defendant; that plaintiff should have custody of the minor children of the parties; that plaintiff is entitled to alimony in solido; and that defendant should pay child support to plaintiff pending a hearing concerning custody of the minor children of the parties.

It is, therefore, ORDERED, ADJUDGED and DECREED as follows:

1. That the plaintiff, Linda Demien Lynch, be granted an absolute divorce from the defendant, Richard Arthur Lynch, and the parties be restored to all the rights and privileges of unmarried persons.

2. That the title to the homestead in the real estate located at 920 Percy Warner Boulevard, Nashville, Tennessee, shall be and the same is hereby vested in the plaintiff, Linda Demien Lynch, pursuant to T.C.A. 36-824.

3. That as alimony, all right, title and interest of the household furnishings and equipment in the home of the parties located at 920 Percy Warner Boulevard shall be divested out of the defendant and vested solely in complainant, with the following exceptions: one (1) green couch and chair, one (1) end table, one (1) club chair and one (1) kitchen set (green and chrome). Title to the aforementioned excepted furniture shall vest solely in defendant. That as alimony, all right, title and interest to the 1973 Ford LTD automobile now titled in the name of defendant, shall be divested out of defendant and vested solely in complainant. Defendant shall

execute whatever papers are necessary to transfer title to complainant and shall make arrangements to satisfy in full the indebtedness owed Commerce Union Bank and secured by a lien on said automobile. Said indebtedness shall be paid by defendant within a reasonable length of time.

4. As further alimony, defendant, Richard Arthur Lynch, shall hold complainant, Linda Demien Lynch, harmless from all debts of the parties contracted before September 3, 1975, on which the defendant and complainant are jointly liable.

5. Temporary custody of the minor children of the parties, Michael Bradley Lynch and Laura Lee Lynch, is hereby awarded to complainant, Linda Demien Lynch, pending further orders of this Court. On the first day of each month beginning October 1, 1975, defendant, Richard Arthur Lynch, shall pay the complainant, Linda Demien Lynch, as child support, one-third (1/3) of all of his earnings or any monies coming into his hands from any source whatsoever during the previous month up to the sum of $350.00 per month pending further orders of this Court.

6. As further alimony, John R. Cheadle, attorney for complainant is hereby awarded a judgment against the defendant, Richard Arthur Lynch, in the amount of $1,250.00 for services rendered complainant in this cause.

7. All right, title and interest in and to the home of the parties located at 920 Percy Warner Boulevard, Nashville, Tennessee, is hereby divested out of defendant, Richard Arthur Lynch, and vested solely in complainant, Linda Demien Lynch. Said real estate shall be sold as soon as is reasonably practicable. The legal description of said property is as follows:

> Land in Davidson County, Tennessee, being Lot No. 97 on the Plan of Warner Park Valley, Section 1, as of record in Book 3600, pages 12, 13 and 14, Register's Office for said County, to which plat reference is here made for a more particular description of said lot.
>
> Being the same property conveyed to Richard A. Lynch and wife, Linda L. Lynch, by deed from Sharon Ann Piper Turberville, of record in Book 4630, page 898, Register's Office for Davidson County, Tennessee.

a. After payment of outstanding enforceable liens, encumbrances and expenses of sale of the aforesaid real estate, the following liens are hereby impressed upon the net proceeds; a lien in the amount of $250.00

to be paid John R. Cheadle, attorney for complainant, as payment of the agreed retainer due said John R. Cheadle from complainant;

b. The next $1,250.00 to be paid John R. Cheadle, attorney for complainant, to be credited against the judgment heretofore rendered against defendant in paragraph 6 above;

c. The next $250.00 to be paid Mr. Kenneth L. Campbell, attorney for defendant, as the retainer owed Mr. Campbell by the defendant for his services in this matter.

d. Any excess of equity remaining after payment of the aforesaid liens shall be paid complainant as alimony.

8. That the costs of this cause be taxed to the defendant for which execution may issue.

ENTER this 8 day of September, 1975.

/s/ Stephen North
JUDGE

APPROVED FOR ENTRY:

Kenneth L Campbell OCT-9-75 MSC
KENNETH L. CAMPBELL
Attorney for Defendant

John R. Cheadle
JOHN R. CHEADLE
Attorney for Complainant

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FELIX ... REGISTER DAVIDSON COUNTY, TENN.
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FOR NOTE REFERENCE

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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* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* LINDA DEMIEN LYNCH *Plaintiff, and* RICHARD ARTHUR LYNCH *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* 9th *day of* October *in the year one thousand nine hundred and* seventy-five *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*