IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

142-2
9
PW

DIXIE LEE CLARK STILTNER]
]
]
]
-vs-] NO. 68734
]
]
]
EARL RICHARD STILTNER]

DECREE OF DIVORCE

This cause came on to be heard before the Honorable Benson Trimble, Judge, on the 29th day of October, 1973, on the original petition, the answer of the Defendant and the other pleadings, upon the testimony of the principals and of corroborative witnesses in open Court, the argument of counsel and the entire record in this case. The Court having taken the matter under advisement and having rendered a memorandum opinion of its findings and conclusions, and the Court having found that the allegations of the original petition are sustained by the proof, that the Defendant is guilty of such cruel and inhuman treatment or conduct towards the Plaintiff as renders cohabitation unsafe and improper, and makes it improper for the Plaintiff to be under the Defendant's dominion and control, and that the Plaintiff should be awarded an absolute divorce from the Defendant, that custody of the minor child of the parties should be awarded to her, subject to the right of the Defendant to reasonable visitation privileges, and that the Plaintiff is entitled to child support, alimony, and certain jointly owned property as hereinafter set forth;

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court:

1. That the Plaintiff, Dixie Lee Clark Stiltner, be and she is awarded an absolute divorce from the Defendant, Earl Richard Stiltner, and that the bonds of matrimony heretofore subsisting between

the parties be, and they hereby are, absolutely and perpetually dissolved, and the Plaintiff is restored to all the rights and privileges of an unmarried person.

2. That custody of Raymond Keith Stiltner, the minor child of the parties, is awarded to the Plaintiff, Dixie Lee Clark Stiltner, subject to the right of the Defendant, Earl Richard Stiltner, to reasonable visitation privileges with said minor child in the State of Tennessee. The Defendant having recently removed himself from the State of Tennessee to a sister state, the Court will reserve judgment on any definitive rights of visitation until the Defendant has found a domicile and settled in the sister state.

3. As the uncontradicted evidence is that the Defendant now has no employment, a definitive amount of child support will not be awarded at this time, but the one-third orders will remain in full force and effect. Accordingly, the Defendant is ordered to pay to the Plaintiff, for the support of the said minor child, each month, one-third of his monthly net earnings from self employment, as defined and provided in the Order entered in Minute Book 82-B, Page 965 of the minutes of this Court, and one-third of all sums of money which he shall receive as net wages or salary from any source, as provided in the Order entered in Minute Book 84 A, Page 240, of the minutes of this Court. In addition, the Defendant will file with this Court, in affidavit form, during the first week of each month, commencing with the month of December, 1973, and continuing until the further orders of this Court, an affidavit showing all sums that have come into his hands during the preceding month. The Defendant will make such payments of child support to the Plaintiff in semi-monthly installments, on the 15th and last days of each month, as provided in the two Orders hereinabove referred to.

4. It further appearing to the Court that the parties are the owners, as tenants by the entirety of certain residential real property hereinafter described, which was the homeplace of the parties, and of the household furniture and furnishings located therein, and that title to said property should be divested from the Defendant

and reinvested in the Plaintiff, in fee simple, subject to the indebtednesses secured by deed of trust thereon, as a just and reasonable adjustment and adjudication of the respective rights and interests of the parties in said jointly owned property, it is, therefore, further ORDERED, ADJUDGED AND DECREED by the Court that all right, title and interest of the Defendant, Earl Richard Stiltner, in and to the hereinafter described real property located in Davidson County, Tennessee, and all household furniture and furnishings located therein, be and it hereby is divested from him and reinvested in the Plaintiff, Dixie Lee Clark Stiltner, in fee simple absolute. Said real property is described as follows:

> LAND in Davidson County, Tennessee, being Lot #9, Cross Timbers, Section I, as of record in Book 3700, Page 37, Register's Office for Davidson County, Tennessee.
>
> SAID lot fronts 100 feet along the northern right of way of the Memphis-Bristol Highway, thence back between parallel lines measuring 200 feet each, to a dead line in the rear measuring 100 feet thereon.
>
> BEING the same property conveyed to Earl Richard Stiltner and wife, Dixie C. Stiltner, by deed from Alvin W. Terrell & Son, Inc., which deed is of record in Book 4148, Page 506, said Register's Office.
>
> CONVEYANCE of this property is made subject to restrictive covenants of record in Book 3949, Page 258, said Register's Office; and a plan of record in Book 3700, page 37, said Register's Office showing an owner's certificate and a 100 foot minimum building setback line from Memphis-Bristol Highway and a 10 foot easement for public utility and drainage purposes along the rear line of said lot and a 15 foot easement for public utility purposes along the front of said lot and a 2.5 x 25 foot utility anchor easement located on the southwesterly corner of said lot.
>
> Said property is known as 7456 Highway 70 South, Nashville, Tennessee 37221, and is referred to as Map 142-2, Parcel 9, on the Davidson County Property Maps System.

5. It further appearing to the Court that said real property is subject to a certain deed of trust from Earl Richard Stiltner and wife, Dixie C. Stiltner, to Franklin G. Clark, Trustee, to secure the payment of a promissory note of said Grantors, dated June 26, 1967, payable to the order of First and Mid-South Mortgage Company, in the original principal amount of Nineteen Thousand Five Hundred Fifty and

NO/100 ($19,550.00) Dollars, and payable as therein provided, and it further appearing that the title to said real property is also subject to a certain deed of trust from the said Earl Richard Stiltner and wife, Dixie C. Stiltner, to Richard Dance, Trustee, of record in Book 4573, Page 922, said Register's Office, given to secure the payment of a promissory note executed by said Grantors, dated January 26, 1972, and payable to the order of Associates Capital Corporation in the sum of Four Thousand Three Hundred Ninety Two and NO/100 ($4,392.00) Dollars, and payable as therein provided, and that the payment of said notes should be and become the responsibility of the Plaintiff, it is, therefore, further ORDERED, ADJUDGED AND DECREED by the Court that the divesting of title to said real property out of the Defendant and reinvesting of the same in the Plaintiff is subject to the assumption by the Plaintiff and her agreement to pay both of said deed of trust notes as therein provided.

6. The obligation of the Defendant to indemnify the Plaintiff for payments she shall make on said indebtedness payable to the order of Associates Capital Corporation, as heretofore ordered, is terminated, as to any future payments only, by the Plaintiff on said indebtedness. It is further ordered that the Plaintiff, in the event of a sale of said real property, shall satisfy any remaining balance on said indebtedness payable to the order of Associates Capital Corporation, from the proceeds of said sale.

7. It further appearing to the Court that the parties have executed a certain promissory note, dated January 13, 1972, and payable to the order of General Motors Acceptance Corporation (GMAC), and payable in thirty-six (36) monthly installments of Two Hundred Thirty Six and NO/100 ($236.00) Dollars per month, and that this indebtedness should be the sole obligation and responsibility of the Defendant, it is, therefore, ordered that the Defendant make an honest and sincere effort to work out the payment of the installments on said note, and further that the Defendant shall indemnify and hold harmless the Plaintiff from any type of action whatsoever, by legal

proceedings or otherwise, insofar as the collection of this note is concerned. The Defendant shall pay to the Plaintiff, as alimony, any sum or sums which she shall pay by reason of the Defendant being in arrears in the payment of said indebtedness, whether by reason of legal proceedings to collect said indebtedness or by reason of voluntary payment by the Plaintiff of all or any portion of said indebtedness upon the Defendant being in arrears in the payment of said indebtedness. The Plaintiff shall be entitled to judgment against the Defendant for any such sums.

8. The Court further finds that Leroy J. Ellis, III, Attorney for the Plaintiff, is entitled to a fee in the amount of Four Hundred and NO/100 ($400.00) Dollars for his services rendered to the Plaintiff in this cause, including the sum of One Hundred Fifty and NO/100 ($150.00) Dollars heretofore ordered, but not paid, and judgment is therefore rendered against the Defendant for the total sum of Four Hundred and NO/100 ($400.00) Dollars for which execution may issue, if necessary.

9. The Defendant will pay the costs. For all of said sums, execution may issue, if necessary. All other matters are reserved.

JUDGE

11-8-73

APPROVED FOR ENTRY:

LEROY J. ELLIS, III, Attorney
for Plaintiff

CERTIFICATE OF SERVICE

I certify that I have mailed a copy of the foregoing Decree of Divorce to Harold E. Wilson, Attorney for the Defendant, to his last known address, 700 Stahlman Building, Nashville, Tennessee 37201, this 6th day of November, 1973.

LEROY J. ELLIS, III

D 49656

IDENTIF. REFERENCE

BOOK 5026 PAGE 303

MAY 18 11 06 AM '76

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

MAY 18 MISC B* 12.00 * 12.00

11/8/73

846/708

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~~ True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Dixie Lee Clark Stiltner *Plaintiff, and* Earl Richard Stiltner *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* 18th *day of* May *in the year one thousand nine hundred and* 76 *and in the* 200 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L. Bates, *D. C.*