5-476

BOOK 5027 PAGE 198 31C/1447

IN THE CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

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pw

RICHARD A. GRANT, JR.)
)
)
vs.) NO. 81735
)
)
JANET S. GRANT)

MAY 20 MISC ORDER B* 8.00 * 8.00

This cause came on to be heard this 28th day of April, 1976, before the Honorable Stephen North, Judge of the Fifth Circuit Court of Davidson County, Tennessee, upon the original bill of divorce filed by Richard A. Grant, Jr., and the cross-complaint for divorce filed by the original defendant, Janet S. Grant, as a contested case. Before trial, the Court summoned counsel for the parties for a pretrial conference and inquired as to the real issues to be litigated and then the differences that existed between the parties. The Court made certain suggestions to counsel, giving certain guidelines within which to work a probable settlement. Counsel for the parties did retire with their respective clients and finally were able to reach a settlement which they communicated to the Court, and further advised that the cause would be an uncontested case, Janet S. Grant seeking an absolute divorce from her husband, Richard A. Grant, Jr. The cause then was heard by the Court and consideration consisted of the pleadings, the testimony offered by Janet S. Grant and her witnesses and a statement of counsel for the parties as to the settlement reached by the parties that would be incorporated in the final order. The Court did grant to Janet S. Grant an absolute divorce from Richard A. Grant, Jr., on the grounds of cruel and inhuman treatment and did approve the property settlement made by and between the parties and stated to the Court.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that Janet S. Grant have and be granted an absolute divorce from

Richard A. Grant, Jr., and returned to the status of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the custody of the parties' minor children, namely: Gregory S. Grant, Kerry A. Grant, Jeffrey P. Grant, Kimberly J. Grant and Colleen L. Grant, is hereby granted to Janet S. Grant with reasonable visitation rights granted to their father, Richard A. Grant, Jr.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Richard A. Grant, Jr., pay to Janet S. Grant as support and maintenance for each of the minor children the sum of Two Hundred ($200.00) Dollars monthly. This obligation shall continue until the further orders of this Court or until each child reaches the age of eighteen (18) years, and upon each child reaching the said age, the husband's obligation herein shall terminate as to such child. Further, the husband shall be responsible for and pay all medical, dental and psychiatric expenses incurred on behalf of each of the minor children during their minority.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all interest, rights and title in the parties' home located at 404 Leake Avenue, Nashville, Tennessee, the furniture therein and a 1974 Pinto station wagon be divested of Richard A. Grant, Jr., and vested in Janet S. Grant. The said property located at 404 Leake Avenue is further described as follows:

> Land in Davidson County, Tennessee, being Lot No. 2 on the Plan of Country Club Land Company's Subdivision, as of record in Book 3300, page 21, Register's Office for said County, described as follows:
>
> Beginning at an iron pin on the northerly margin of Leake Avenue at the southeast corner of Lot No. One on said plan; thence with the line between said lots Nos. 1 and 2, north 16° 30' east 400 feet to an iron pin at the northeast corner of said Lot No. One; thence south 69° 02' east 85.7 feet; thence south 4° 30' east 437 feet to an iron pin on the northerly margin of said Avenue; thence with same, north 75° 07' west 93.8 feet and north 69° 02' west 149 feet to the beginning.

Being the same property conveyed to Richard A. Grant, Jr. and wife, Janet S. Grant, by deed from Jerome E. Hutchens and wife, Eva R. Hutchens, of record in Book 4734, page 564, Register's Office for Davidson County, Tennessee.

The said conveyance is subject to an outstanding indebtedness secured by mortgage.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Richard A. Grant, Jr., shall pay to Janet S. Grant as alimony the sum of Two Hundred Fifty ($250.00) Dollars each month, which payment shall continue for a period of ten (10) years from the date of this decree or until the death or remarriage of the said Janet S. Grant. As further alimony, Richard A. Grant, Jr., shall pay to Janet S. Grant thirty (30%) percent of any annual earnings and bonus in excess of Thirty-nine Thousand ($39,000.00) Dollars earned by Richard A. Grant, Jr., in his employment, as evidenced by U. S. Treasury Department W-2 Forms, and specifically excluding any monies received by Richard A. Grant, Jr., from the sale of stock options, for a period of ten (10) years. This payment shall be due and payable on or before the 31st day of March of the year succeeding the year for which the payment is due. The first such payment shall be made by March 31, 1977, and the last such payment on or before the 31st day of March, 1986.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Richard A. Grant, Jr., shall be responsible for and pay all presently outstanding hospital and doctor's bills incurred by his family prior to the date of this decree, and Janet S. Grant shall be responsible for and pay all outstanding household bills.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Richard A. Grant, Jr., shall maintain in full force and effect and timely pay the premiums on the following life insurance policies, to-wit:

Fidelity Union Insurance Company, Policy No. 559269,
Northwestern Mutual Life Insurance Company, Policy No. 6739840, and
Franklin Life Insurance Company, Policy No. 2705437,

and cause Janet S. Grant to be named the sole beneficiary of the face value of said policies until the youngest child reaches the

age of eighteen (18) years, at which time any obligation hereunder shall cease. Richard A. Grant, Jr., shall not, during said period of time, in any wise pledge, offer as collateral, encumber or borrow from the issuing carriers of the said policies. The said insurance carriers shall be furnished with a certified copy of this order and Janet S. Grant furnished with evidence annually that the said premiums are timely paid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the original action herein filed by Richard A. Grant, Jr., be, and the same is hereby, dismissed and the costs of that cause and the costs of the cross-complaint filed by Janet S. Grant are taxed to the cross-defendant, Richard A. Grant, Jr. Further, Richard A. Grant, Jr., shall pay to John T. Conners, Jr., Attorney for Janet S. Grant, the sum of One Thousand Five Hundred ($1,500.00) Dollars as his reasonable attorney's fee for services rendered to Janet S. Grant, the same being considered an alimony award. Execution may issue for the costs and attorney's fees.

S/ Stephen North
JUDGE

APPROVED FOR ENTRY:

Attorney for Plaintiff

Attorney for Defendant

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FELIX DAVIDSON REGISTER
DAVIDSON COUNTY, TENN.

IDENTIF. 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* Richard A. Grant, Jr. *Plaintiff, and* Janet S. Grant *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* 20th *day of* May *in the year one thousand nine hundred and* Seventy-Six *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By B. Eddings, *D. C.*