FOURTH
THE CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

MAY 19th, 1976.

JUANITA RAE HAYNIE HAYES, Plaintiff	)	BOOK 5039 PAGE 205
vs.	)	No. 76808
JOHN COLEMAN HAYES, JR., Defendant	)	MINUTE BOOK 110-B, PAGE 1119

FINAL JUDGMENT

This cause came on for further hearing and trial before the Honorable Benson Trimble, Judge, on February 5, 1976, February 11, 1976, and February 12, 1976 upon the issues of child custody, child support, alimony, and property settlement, the Court having heretofore on November 6, 1975 tried the issue of divorce upon the issues raised by the original complaint and the plaintiff's supplemental complaints and upon the answers of the defendant and his counterclaim for divorce and the plaintiff's reply thereto, and the Court heretofore entered a judgment granting the plaintiff an absolute divorce from the defendant and dismissing the defendant's counterclaim for divorce, as set out in the prior decree, and the Court reserved all other matters which are the subject of this decree. Reference also is made to a pre-trial order entered by the Court on January 14, 1976 upon the defendant's motion to reduce the alimony and child support decree pendente lite entered in this cause in which order of January 14, 1976 the Court suspended the pendente lite decree of February 6, 1975 until the final judgment on the matters which are the subject of this decree and directed that

> "any decree for alimony and child support...shall be effective as of the 1st day of February, 1976 and the Petitioner [Defendant] will make such payments for that date, retroactively. The Petitioner [Defendant] shall be entitled to reduce any such retroactive payments by the amount of any sums voluntarily paid to the Respondent between the date of this decree and the time any such ruling is handed down."

The Court, having heard the testimony of the plaintiff and her witnesses and the defendant and his witnesses, and having heard the arguments of respective counsel for the parties, and considered the evidence presented, issued a memorandum opinion as follows:

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

"This cause came on for further hearing upon testimony of the principals, upon testimony of the corroborative witnesses, upon argument of the solicitors and the entire record herein. From all of which the Court is of the opinion and finds as follows:

"All right, title and interest the defendant has in and to the home place of the parties shall be divested from him and re-invested in the plaintiff to be hers in fee simple title. The Court has taken into consideration the testimony of the defendant insofar as placing a portion of this property in trust for the children but the Court does not feel this will be equitable, therefore, the full fee simple title shall be awarded the plaintiff. The mortgage that is now on said property shall be satisfied in toto by the defendant.

"All of the household furnishings including, of course, the silver owned by the parties as well as the china, shall be divested from the defendant and re-invested in the plaintiff to be hers in fee simple title.

"Certainly the items that the defendant has that are his personally, such as his clothing and certain records that he testified to were being kept in an upstairs room, should of course be his. During the final argument one of the solicitors representing the plaintiff made mention of other items of personalty that should be and become his. All of these will be reflected in the final judgment and if there is any difference of opinion as to other items, if these items are listed and presented to the Court, a decision will be made concerning them without additional hearing from the parties.

"The motor vehicle now being driven by the plaintiff shall become hers without any resulting claim thereto insofar as the defendant is concerned and he, of course, will see to it that the title is changed to indicate that the title is hers solely.

"Insofar as child support is concerned as well as alimony, the Court is of the opinion that the defendant shall pay the amount of $1,900.00 each month. One-half of this amount will be set forth as alimony and one-half will be set forth as child support. The amount of alimony shall be paid by the defendant for twenty-five full years after the entry of the final judgment in this cause. In case of remarriage or death of the plaintiff then the alimony will be immediately discontinued.

"The defendant will be obligated to see to the payment of the education of the minor children and this will include all matters that are necessary for said education with the exception of necessary clothing for the children. This, of course, will be borne by the plaintiff. Specifically, the Court has in mind that the defendant will pay matters in regard to education such as books, fees and any other necessary expenses insofar as their educational processes are concerned.

"Further, the defendant shall be liable for any and all necessary hospital or medical bills for the minor children. He also shall have the right to be consulted as to the necessity of hospitalization or other medical treatment and in the event he is not consulted prior to such hospitalization or medical treatment then the plaintiff will be solely liable for the payment of these bills. This, of course, does not include any unfortunate emergency hospitalization that the children may become involved in. By this, the Court means that if an emergency unfortunately comes about and the children must be taken to a hospital immediately then, of course, the necessity of the defendant being notified prior to such hospitalization will not go into effect and, of course, the plaintiff may on her own take the children for such emergency treatment, although the defendant will be obligated for the payment thereof.

"All other jointly owned properties of the parties shall be and become the sole properties of the defendant with the plaintiff having no resulting claim thereon. This specifically, of course, includes his office building and any and all interests therein as well as the two lots that were testified to and, of course, any and all stocks or bonds as well as bank accounts that he may have in existence as of the date of this memorandum.

"From the date of this memorandum forward, each of the parties will then become liable for their own expenses as set forth in this memorandum. If there are unknown expenses now existing insofar as either of the parties may be concerned that were not testified to, then these expenses shall be and become the liability of each party against whom these expenses may at this juncture be assessed.

"During all of this testimony, there was no mention of any difficulty concerning visitation with the minor children, therefore, no decision will be made by the Court in this memorandum. The Court assumes that all is going well insofar as visitation is concerned.

"Now that this matter has been decided and the solicitors representing the plaintiff realize the amount of property, etc. that she receives, their fee of course will be considered by the Court. In the event the able solicitors in this cause of action are able to agree upon a fee this will be approved by the Court. If agreement cannot be reached then the Court will make this determination upon notification that no agreement can be reached.

"The solicitors representing the plaintiff will prepare a final judgment accordingly. The costs in the cause will be assessed against the defendant, for which execution may issue if necessary.

"Dated this 13th day of February, 1976."

BENSON TRIMBLE, JUDGE
FOURTH CIRCUIT COURT

BT/lm

This cause came on for further hearings before the Honorable Benson Trimble, Judge, on March 29, 1976 and on May 7, 1976 on the defendant's petition for a re-consideration of the Court's memorandum opinion of February 13, 1976, on defendant's motion for a hearing with respect to the allowance of counsel fees in this cause, and on certain disagreements of interpretation of the memorandum opinion of February 13, 1976 concerning its effective date as a result of the pre-trial order of January 14, 1976 as set forth above, the credits to be allowed to the defendant as provided in said pre-trial order for bills paid after February 1, 1976 for utilities, services and property tax liabilities furnished and incurred prior to February 1, 1976, on the responsibility to pay for certain medical expenses incurred by the plaintiff in 1974 as listed in Item A of Exhibit 42, on the payment as costs of certain expenses for appraisals and court reporters, on the allowance of fees for plaintiff's attorneys, and on other disagreements between the parties concerning the proper implementation of the Court's memorandum opinion of February 13, 1976, and the Court, having heard the testimony of defendant's witnesses on the allowance of counsel fees for the attorneys for the plaintiff, and having heard the arguments of counsel for the respective parties with respect to the disagreements of interpretation of the memorandum opinion of February 13, 1976, issued its memorandum opinion of April 19, 1976 and its memorandum opinion of May 12, 1976 as follows:

"This cause came on for additional argument and the entire record herein. From all of which, the Court is of the opinion and finds as follows:

"The Court feels that the defendant should be allowed a credit insofar as payments being made after January 14, 1976 and up to the date of February 1, 1976.

"The Court feels that it should be the obligation and responsibility for the plaintiff to bear the expenses of uniforms insofar as the private school is concerned.

"The Court feels that the defendant should indemnify the plaintiff against any liability in any manner whatsoever insofar as the Crockett Springs property is concerned.

"The Court feels that, in regard to the items in dispute insofar as Exhibit 42 is concerned, these should be paid equally by and between the parties.

"The Court further feels that, in regard to the costs of the cause, including the court reporters, as well as the appraisal fee, these should be divided equally by and between the parties.

"In regard to the fees for the solicitors, the Court is of the opinion that the Honorable Tom H. Proctor, Jr. should be allowed a fee in the amount of $3,000.00 and the Honorable David C. Rutherford and the Honorable Herman L. Trautman should be allowed a fee in the amount of $28,000.00. Insofar as the payment of these fees is concerned, the Court feels that the equities will be served by the plaintiff paying one-third (1/3) of these fees and the defendant paying two-thirds (2/3) of these fees. These fees will be and become a lien upon the properties of all of the parties until they are satisfied in toto.

"The solicitors representing the said plaintiff will prepare a final judgment accordingly.

"Dated this 19th day of April, 1976."

BENSON TRIBBLE, JUDGE
FOURTH CIRCUIT COURT OF
DAVIDSON COUNTY, TENNESSEE

MEMORANDUM OF MAY 12, 1976

"This cause came on for further hearing and the entire record herein. From all of which the Court is of the opinion and finds as follows:

"The said John Coleman Hayes, Jr. shall be entitled to a credit in the amount of $635.74. This credit, of course, will be allowed to be subtracted from the amount of alimony he has been heretofore ordered to pay.

"All other matters decided by this Court by Memorandum dated February 13, 1976 and a second Memorandum dated April 19, 1976, will remain in full force and effect. There will be no additional changes insofar as these memorandums are concerned.

"The solicitors representing the said Juanita Rae Hayes will prepare a final judgment accordingly.

"Dated this 12th day of May, 1976."

BENSON TRIBBLE, JUDGE
FOURTH CIRCUIT COURT
DAVIDSON COUNTY, TENNESSEE

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IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT AS FOLLOWS:

1. The custody of the three minor children of the parties shall be placed with the plaintiff with leave granted to the defendant to see and visit with the children at all reasonable times.

2. The defendant shall pay to the plaintiff the sum of $950.00 per month beginning as of February 1, 1976 and continuing monthly thereafter as child support for the three minor children of the parties. The monthly child support payments shall be paid by the defendant and received by the plaintiff between the first and fifth days of each month.

3. The defendant shall pay to the plaintiff the sum of $950.00 per month as alimony beginning as of February 1, 1976 and continuing monthly thereafter for twenty-five full years from and after February 1, 1976, subject, however, to the discontinuance of such alimony payments upon the remarriage or death of the plaintiff. The monthly alimony payments shall be paid by the defendant and received by the plaintiff between the first and fifth days of each month.

4. The defendant is entitled to a credit in the amount of $635.74 for utilities, tax, and household expense bills paid voluntarily after February 1, 1976, said credit to be subtracted from the above child support and alimony awards, which total $1,900.00 per month beginning as of February 1, 1976.

5. All of the defendant's right, title and interest in and to the residence real property of the parties, hereinafter specifically described, shall be and the same is hereby divested out of the defendant, John Coleman Hayes, Jr., and vested into the plaintiff, Juanita Rae Haynie Hayes, in fee simple absolute, and the defendant is ordered and directed to pay the remaining mortgage indebtedness on such property as and when it becomes due. The residence real property is specifically described as follows:

> Land in Davidson County, Tennessee, being Lot No. 238 on the Plan of Hillwood Estates, Section 10, as of record in Book 2331, pages 95 and 96, Register's Office for said County.
>
> Said Lot No. 238 fronts 160 feet on the westerly side of Greeley Drive and extends back 598 feet on the northerly line and 646.2 feet on the southerly line, which is a broken line, to a dead line in the rear, measuring 10.54 feet thereon.
>
> Being the same property conveyed to John C. Hayes, Jr. and wife Juanita H. Hayes, by deed from Cyril Kraft and wife Lillian A. Kraft, of record in Book 4224, page 988, Register's Office for Davidson County, Tennessee.

6. All of the household furniture and furnishings, kitchen equipment, silver, crystal, china and other tangible personal property located at and used as a part

of the residence property is hereby divested out of the defendant, John Coleman Hayes, Jr., and vested in the plaintiff, Juanita Rae Haynie Hayes, provided, however, that it is ordered that plaintiff shall give to the defendant possession of all of his clothing, business records, electric typewriter, mounted fish, Toro lawnmower, lawnmower owned by defendant's father, fishing boat, portable grill, ping-pong table, work-bench, encyclopedias other than World Book Encyclopedia, aluminum yard furniture with broken straps, broken stereo, one vase, silver and crystal coffee carafe, inscribed silver bowl, round oak table, and Clydesdale Horses model.

7. The defendant shall transfer to the plaintiff the title to the 1974 Buick Electra automobile which plaintiff has been driving.

8. The defendant is obligated to pay or see to the payment of the educational expenses of the minor children including books, fees, tuition, education equipment, and any other usual and necessary expenses, provided, however, that payment for the personal clothing of the children shall be the obligation of the plaintiff.

9. The defendant shall be liable for any and all necessary hospital and medical bills for the minor children. The defendant shall have the right to be consulted as to the necessity of hospitalization or other medical treatment, and in the event he is not consulted prior to such hospitalization or medical treatment, then the plaintiff will be solely liable for the payment of these bills, provided, however, that this right to be consulted prior to hospitalization or medical treatment does not include the right to prior consultation in the case of emergency hospitalization or emergency medical treatment; in the case of such emergency the plaintiff may take the initiative with respect to hospitalization and medical treatment and the defendant will be obligated to pay for it.

10. All right, title, and interest in and to any other properties owned jointly by the parties and all other properties, business interests, contract rights, and other interests of any kind, the title to which is in the name of the defendant alone shall be and the same is hereby divested out of the plaintiff, Juanita Rae Haynie Hayes, and vested wholly and fully in the defendant, John Coleman Hayes, Jr., including all stocks, bonds, other securities, bank accounts, certificates of deposit, life insurance, business interests in John Coleman Hayes, Jr. & Associates, Engineers, John Coleman Hayes, Jr. & Associates, Developers, real property interests in the office building known as The Professionals at 2401 Hillsboro Road, Nashville, Tennessee, the two residential lots at Crockett Springs Country Club in

Williamson County, Tennessee, described as follows:

Tract No. 1: Land in the 15th Civil District of Williamson County, Tennessee, being Lot No. 20 on the Plan of Crockett Springs Estates, Section One, of record in Plat Book 4, Page 46, Register's Office for said County. Lot 20 fronts 140.76 feet on the Northwesterly side of Crockett Springs Trail and runs back between lines measuring 351.52 feet on its Easterly line and 386.64 feet on its Westerly line to its rear line measuring 160.00 feet, consisting of 1.24 acres. Being the same property conveyed to John C. Hayes by Frank Rogers & Associates, Inc. by deed recorded in Deed Book 186, Page 530, Register's Office for Williamson County, Tennessee.

Tract No. 2: Lot No. 21 on the Plan of Crockett Springs Estates, Section One, of record in Plat Book 4, Page 46, Register's Office of Williamson County, Tennessee. Said Lot No. 21 fronts 150 feet on the Northwesterly side of Crockett Springs Trail, and runs back between lines measuring 326 feet on its Easterly margin and 351.52 feet on its Westerly margin to its rear line measuring 150 feet consisting of 1.15 acres. Being the same property conveyed to John Coleman Hayes, Jr. and Associates, Developers by deed from Harry Jordan Adams, Jr. and wife recorded in Deed Book_____, Page_____, Register's Office for Williamson County, Tennessee.

any equity of redemption or other right to the condominium property at Crockett Springs Country Club which was developed by the defendant, the mortgage on which was foreclosed in July, 1975 by the First American National Bank of Nashville, Tennessee, acting through its subsidiary, Guaranty Mortgage Company, the right to any country club memberships at Crockett Springs Country Club, and any other assets of any kind whatsoever, shall be the sole property of the defendant, John Coleman Hayes, Jr.

11. With respect to those medical expenses incurred by the plaintiff in 1974 as set forth in Item A of Exhibit 42 as follows:

Dr. David Pickens.	$165.00
Dr. Michael Campbell.	125.00
Medi-Count (Dr. Roger White).	684.82
Partheron Pavillion.	693.00
Total.	$1,667.82

the defendant shall pay one half of these bills and the plaintiff shall pay one half. From February 1, 1976 forward each of the parties will be liable for his own expenses. If there are unknown expenses now existing which were not put into evidence in this cause, such expenses shall be the liability of the party against whom such expenses are assessed.

12. With respect to the allowance of fees for the plaintiff's attorneys, the Court awards a fee of $3,000.00 to the Honorable Tom H. Proctor, Jr., and the Court awards a fee of $20,000.00 to the Honorable Herman L. Trautman and the Honorable David C. Rutherford. The plaintiff is hereby ordered and directed to pay

one-third (1/3) of these fees, and the defendant is hereby ordered and directed to pay two-thirds (2/3) of these fees. These fees are hereby made a lien upon each of the properties of the plaintiff and the defendant until they are satisfied in toto.

13. The defendant's petition for a reconsideration of the Court's memorandum opinion of February 13, 1976 is hereby denied.

14. The expense of the court reporters shall be divided equally between the parties. The expense of the appraisal fees of Douglas C. Smith in the amount of $850.00 and the appraisal fee of Fred Beesley, Jr. in the amount of $100.00 shall be divided equally between the parties. The court costs in this cause will be assessed against the defendant for which execution may issue if necessary.

Dated this 25th day of May, 1976.

JUN 25 MISC * 16.00 * 16.00

Benson Trimble

Benson Trimble, Judge

Herman L. Trautman

Herman L. Trautman

David C. Rutherford

David C. Rutherford
ATTORNEY FOR PLAINTIFF

W. Lee Corbett

W. Lee Corbett
ATTORNEY FOR DEFENDANT

FEE [illegible] REFERENCE
JUN 25 1 46 PM '76
[illegible] CLERK
DAVIDSON CO., TENN.

055510

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* copy of decree *had in said Court in the case heretofore prosecuted and determined therein, between* Juanita Rae Haynie Hayes, *Plaintiff, and* John Coleman Hayes, Jr., *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* 24th *day of* June *in the year one thousand nine hundred and* seventy-six *and in the* 199th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature], *D. C.*