2-18-75
136 B/430
130-1 Parcel 134

BOOK 5039 PAGE 626

IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

ELSIE GRIFFIN KERSHAW X

X

-VS- No. 72432

X

DOUGLAS JAMES KERSHAW X

FINAL DECREE

This cause came on to be heard commencing on January 29, 1975, before the Honorable J. William Rutherford, Judge, Division I of the Circuit Court of Davidson County, Tennessee, upon the pleadings heretofore filed, testimony of witnesses, both orally and by deposition, introduction of numerous exhibits, argument of counsel and upon the entire record. After the introduction of all of the aforementioned, the matter was taken under advisement by the Court in order that the Court might adequately review all of the evidence offered in the cause.

By Memorandum Opinion delivered to Counsel on February 7, 1975, it is the opinion of the Court that the original plaintiff, Elsie Griffin Kershaw, did sustain her action for divorce upon the statutory grounds of cruel and inhuman treatment and abandonment and failure to provide. It is the further opinion of the Court that the Cross-Bill of the defendant and cross-plaintiff should be dismissed.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the original plaintiff, Elsie Griffin Kershaw, be, and is, awarded an absolute divorce from the defendant, Douglas James Kershaw, and is restored to all of the rights and privileges of an unmarried person. The bonds of matrimony heretofore existing between

the parties are forever and perpetually dissolved. The Cross-Bill is dismissed.

The Court further finds, and IT IS ORDERED, ADJUDGED AND DECREED that all of the defendant's right, title and interest in and to the homeplace formerly occupied by the parties, and owned as tenants by the entirety, and located on Harding Place, Nashville, Tennessee as has been vested in the defendant shall be divested from the defendant and said property is awarded to the original plaintiff absolutely in fee simple. The plaintiff will hold the defendant harmless from any future responsibilities in respect to existing mortgages on said aforementioned property. Said property is more particularly described as follows:

Being Lot 26 on the Map of Bransford Realty Company's Belle Meade Golf Links Subdivision, of record in Book 421, pages 94 and 95 of the Register's Office for Davidson County, Tennessee.

Said Lot No. 26 fronts 60 feet on the easterly side of Westover Drive, now Harding Place, and runs back between parallel lines 210 feet to a dead line.

Being the same property conveyed to Douglas J. Kershaw and wife, Elsie Long Kershaw, by deed from Icie Pugh Griffin, of record in Book 4671, page 576, Register's Office, Davidson County, Tennessee.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all of the defendant's right, title and interest in and to the household furnishings located in said aforementioned homplace shall be divested out of the defendant and said furnishings shall be awarded absolutely to the plaintiff.

As alimony in futuro, the defendant shall pay to the plaintiff the sum of Seven Hundred, Fifty ($750.00) Dollars per month until the death or remarriage of the plaintiff. Said payments shall be due and payable on or before the 15th day of each month, beginning with the 15th day of February, 1975, and on or before the 15th day of each subsequent month thereafter and for that particular month. Said payments are to be made directly to the plaintiff by appropriate check or money order with the defendant having the responsibility of retaining adequate records of said payments. In addition thereto, the defendant shall forthwith obtain a life insurance policy on his life in the minimum amount of Twenty-Five Thousand $25,000.00) Dollars, with the plaintiff as the irrevocable beneficiary, but with the defendant retaining ownership of said policy. The defendant, within thirty days of the entry of this Decree, shall afford plaintiff a copy or proof of the existence of said policy, and thereafter shall keep the policy in full force and effect as aforementioned until the death or remarriage of the plaintiff. It shall be the duty of the defendant on a yearly basis or until further orders of the Court to furnish plaintiff proof of the continuation of said policy as aforementioned.

It further appearing to the Court that there is now on deposit in the Office of the Circuit Court Clerk of Davidson County, Tennessee a cash bond in the amount of Fifteen Hundred $1500.00) Dollars heretofore deposited by the defendant.

IT IS ORDERED, ADJUDGED AND DECREED that said bond shall be retained by the Clerk pending an agreement of the parties as to a disposition thereof. Should the parties fail to reach said

agreement, an application by motion may be made to the Court for disposition thereof.

As additional alimony, the defendant shall pay to Jack Norman, Jr., Solicitor for the plaintiff, the sum of Seven Thousand, Five Hundred ($7,500.00) Dollars as his reasonable fee for services rendered the plaintiff in this cause.

In addition thereto, the defendant shall pay the costs of this cause, for all of which execution may issue if necessary.

S/ J. William Rutherford
J. WILLIAM RUTHERFORD, JUDGE
2-18-75

APPROVED FOR ENTRY:

S/ Jack Norman Jr.
Jack Norman, Jr., Attorney for Plaintiff

William Underhill, Attorney for Defendant

CERTIFICATE

I hereby certify that a copy of this Final Decree has been mailed to Mr. William Underhill, Attorney, 214 Third Avenue, North, Nashville, Tennessee, this the 18 day of February, 1975.

S/ Jack Norman, Jr.
Jack Norman, Jr., Attorney

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IDENTIF. REFERENCE

JUN 28 11 44 AM '76

REGISTER
DAVIDSON COUNTY, TENN.

JUN28 MISC 8* 10.00 * 10.00

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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* Elsie Griffin Kershaw *Plaintiff, and* Douglas James Kershaw *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* 28th *day of* June *in the year one thousand nine hundred and* Seventy-Six *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddings, *D. C.*