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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Map 136-3
Parcel 30

NANCY SUE MEIDINGER GRIFFITH)
)
) File No. 72417
-vs-)
) Circuit Four
)
DONALD RAY GRIFFITH)

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FINAL DECREE OF DIVORCE

This cause came to be heard on the 4th day of June, 1974, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, on the original complaint for divorce heretofor filed by the complainant, Nancy Sue Meidinger Griffith, against the defendant, Donald Ray Griffith, personal service of process having been had upon the defendant, pro confesso, and the entire record in this cause, from all of which together with the testimony of the complainant and that of her two witnesses, Mrs. Pat Browner, 3895 Priest Lake Drive, Nashville, Tennessee, and Joe Gilbert, Route 2, Old Hickory, Tennessee, the court is of the opinion and finds that the court has jurisdiction both of the parties and of the cause of action, and further, that the allegations of the original complaint are supported by the proof and the defendant is guilty of such cruel and inhuman treatment or conduct towards complainant as renders cohabitation unsafe and improper, and that the complainant should be granted an absolute divorce from the bonds of matrimony heretofor subsisting and existing.

Further, the court finds that both parties are represented by privately retained counsel and the parties have entered into a property settlement agreement duly executed and filed of record in this cause, and approved by the court as to all its terms and provisions which provide for the complete and final disposition of the parties property acquired during the marriage, together with provisions for the support of the parties minor children and the husband's right of visitation.

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

1. That the bonds of matrimony heretofor existing and subsisting between the parties be and the same are hereby dissolved, and are to be forever null and void, and the complainant, Nancy Sue Meidinger Griffith, is awarded an absolute divorce and restored to all of the rights of an unmarried person.

2. That all right, title and interest of the defendant husband in and to real property situated at 100 Casta Way Court in Davidson County, Tennessee, together with all furnishings, fixtures, appliances, linens, flatware, silverware and household effects contained therein, be and the same are hereby divested out of the defendant and vested absolutely in the complainant, and complainant shall assume all mortgage payments on said real property.

3. That all right, title and interest of the defendant husband in and to a 1972 Toyota automobile be and the same are hereby divested out of the defendant and vested absolutely in the complainant.

4. That all right, title and interest of the complainant wife in and to a 1972 La Sabre automobile be and the same are hereby divested out of the complainant and vested absolutely in the defendant.

5. That all right, title and interest in and to the parties joint savings account at the Third National Bank of Nashville shall be divided equally between the parties.

6. That all right, title and interest of the defendant in and to all bonds presently evidencing any ownership therein by virtue of his name appearing therein, be and the same are hereby divested out of the defendant and vested absolutely in the complainant.

7. That all right, title and interest of the complainant in and to the real property held by the parties as tenants by the entirety situated at Holiday Shores on Lake Bartlett, be and the same are hereby divested out of the complainant and vested absolutely in the defendant.

8. That all right, title and interest of the complainant in and to various furnishings, electric hand tools, and assorted general hand tools, presently in the defendant's possession be and the same are hereby divested out of the complainant and vested absolutely in the defendant.

9. That all right, title and interest of the defendant in and to a boat and motor situated at 100 Casta Way Court in Nashville, Tennessee, described as an Arrowglass Boat, 17'-4" inboard-outboard motor, be and the same is hereby divested out of the defendant and vested in the complainant absolutely, together with all accessories thereto; provided, however, that wife shall place said boat on the market for sale prior to December 1, 1974, at the highest reasonable price and upon sale of same, wife shall be vested with any equity as a result of said sale over and above repayment of the loan on said boat with First American National Bank. Likewise, wife, to the exclusion of husband, shall be responsible for any deficiency balance due on said loan.

10. That all right, title and interest of defendant in and to a Sears Craftsman, self-propelled lawn mower and all lawn tools and equipment, situated at 100 Casta Way Court, Nashville, Tennessee, be and the same are hereby divested out of defendant so as to vest in the wife full title thereto.

11. That the defendant husband pay to the complainant wife, the sum of $300.00 monthly for child support to continue on the first day of each month hereafter until the first day of December, 1974, at which time the husband shall pay the wife the sum of $250.00 monthly for child support of the parties two minor

children on the first day of December, 1974, and each succeeding month thereafter. Further, husband shall provide the necessary eductional support for the parties two minor children through and including age twenty-one of each said minor child to the extent reasonably possible. To supplement the necessary educational support for the two minor children, the husband agrees to maintain the premiums on four whole life insurance policies insuring his life and naming the parties two minor children as primary beneficiaries, and husband shall maintain said policies current from month to month and will not alter or attempt to change the beneficiary or beneficiaries under the said policies at any time, and that as to either child desiring a college eduction, the cash values therefrom shall be used for that purpose at that time.

12. The husband shall maintain Blue Cross, Blue Shield and Major Medical health and accident, medical and hospitalization insurance for the benefit of the parties minor children, or husband shall maintain an insurance plan equivalent to said insurance current and in full force and effect and shall pay all premiums on same when and as they become due and payable.

13. That the defendant transfer and assign to complainant all his right, title and interest in and to the Homeowner's Insurance Policy providing insurance coverage for 100 Casta Way Court, Nashville, Tennessee.

14. That the exclusive care, custody and control of the parties two minor children, be and the same are hereby vested absolutely in the complainant wife, with the husband to have reasonable and liberal visitation rights with the children at reasonable times and places, including the right to have the children vacation and/or visit with him both within and without Davidson County, Tennessee, whenever such visitations are

mutually convenient to both husband and wife. Further, husband agrees that all expenses incurred for or in behalf of the children during periods of his visitation with the children shall be borne entirely by husband and shall not be construed as an off-set against his monthly support obligation set forth in paragraph 11 and 12 above.

15. That this cause be retained in the jurisdiction of this court for further orders regarding the provisions for child support of the parties minor children.

16. That the cost of this cause be and the same are hereby adjudged against the defendant, Donald Ray Griffith, for which execution may issue.

Dated: July 6TH, 1974.

Judge

Approved:

W. Thomas Schmitz
Solicitor for Complainant.

Lewis H. Conner, Jr.

IDENTIF. REFERENCE

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DAVIDSON COUNTY, TENN.
REGISTER

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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* Nancy Sue Meidinger Griffith *Plaintiff, and* Donald Ray Griffith *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* 27th *day of* July *in the year one thousand nine hundred and* seventy-six *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Patty Draper, *D. C.*