IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

SUE CURTISTINE RANSOM)
)
) 96-13
VS.) NO. 68041
) 51
)
RALPH E. RANSOM)

FINAL DECREE

This cause came on to be heard June 11, 1973, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original Petition for Divorce, Answer of the defendant, testimony of the principals, testimony of corroborative witnesses, upon argument of counsel and the introduction of documentary evidence and support thereof, from all of which the Court took the matter under advisement and by Memorandum Opinion dated June 12, 1973, the Court found as follows:

"From a complete consideration of this case it is apparent to the court that problems have become insurmountable insofar as this family group is concerned. Further it appears that there is no likelihood of a reasonable reconciliation and the court therefore feels that the plaintiff should be entitled to an absolute divorce on the statutorially alleged ground of cruel and inhuman treatment. The final judgment will so reflect.

Insofar as alimony in solido is concerned, the court is of the opinion that all right title and interest the defendant may have in and to the home place, the household furnishings and the motor vehicle the plaintiff is now driving shall be divested from him and reinvested in the plaintiff to be hers in fee simple title.

In regard to the lake lot, the camper and truck and the boat and motor the court is of the opinion these items should be and become the sole property of the defendant with the plaintiff having no resulting claim thereto.

Immediately upon the entry of the final judgment it will become the responsibility of each of the principals to pay all outstanding mortgages on the properties that have become theirs in fee simple title.

In regard to the right of visitation the court is of the opinion that this has worked well in the past and it should continue in the future as it has in the past insofar as the minor child is concerned. It shall be the duty and obligation of the defendant to pay teh tuition for the minor child at the private school and this to include all necessary summer-time fees for the make-up work that he is obligated to partake of.

Further, all outstanding bills in regard to the family group with the exception of the mortgage on the homeplace shall be assumed by the defendant.

Each party will be enjoined from removing from the State of Tennessee and particularly they will be enjoined from removing the child beyond the limits of the State of Tennessee for any extended period of time without express permission of the court.

All of the insurance now carried by the defendant shall continue to be carried by him with him to have the choice of choosing a beneficiary insofar as his life insurance is concerned. In other words, if his present wife is now the beneficiary the court does not mean to indicate by this memorandum that he should be enjoined from changing the beneficiary to the son if he so desires.

In regard to child support, the court is of the opinion that the defendant shall pay the amount of $325 each month.

Further, and in regard to the fee for the solicitor representing the plaintiff, the court is of the opinion that a total fee in the amount of $650 shall be paid and as there has been a pendente lite payment heretofore made, this shall be deducted from the gross amount.

This solicitor will prepare a final judgment accordingly, and the cost in the cause will be assessed against the defendant.

Dated this 12th day of June, 1973."

It is, therefore, ORDERED, ADJUDGED and DECREED that the complainant, Sue Curtistine Ransom, be and she hereby is granted an absolute divorce from the defendant, Ralph E. Ransom. It is further ordered that the custody of the parties' minor child shall be vested in the complainant subject to reasonable visitation rights in the defendant in the same manner as they had occurred prior to the parties' final divorce.

It is further ORDERED, ADJUDGED and DECREED that the complainant be and she hereby is awarded all right, title and interest that the defendant may have in and to the parties' residence located at 2707 Nodyne Drive, Nashville, Davidson County, Tennessee, as well as the household furnishings contained therein and the title to said property as well as the 1969 Chevrolet automobile is hereby divested out of the defendant and into the complainant as her alimony in solido. It is further ordered that all of the plaintiff's right, title and interest to the parties' lake lot located in Stewart County, Tennessee, a camper, truck and boat and motor which have belonged to the parties is hereby divested from the plaintiff and should be and become the sole property of the defendant with each party being required to pay all of the outstanding indebtedness or mortgages upon these properties that have become theirs in fee simple.

It is further ORDERED that the defendant be and he hereby is required to pay all of the outstanding bills which were part of the family group and were testified to by the complainant at the hearing of this cause, which bills are as follows: Western Auto, Spiegel, Castner-Knott, Cain Sloan Company, J. C. Penney Company, Dr. Vernon Hutton, Dr. Eugene Bishop, Donelson Drug Mart, and John E. Hamlin, Court Reporter. In addition the defendant is ordered to pay the tuition fees for the minor child's education at the Whispering Hills Christian Academy and that he shall also pay all necessary summertime fees for make-up work or summer school that said child is required to take.

It is further ORDERED that each party be and he or she hereby is enjoined from removing from the State of Tennessee and in particular they are specifically enjoined from removing the child beyond the limits of the State of Tennessee for any extended period of time without express

permission of this Honorable Court. In addition, the defendant is hereby ordered to keep in full force and effect all of the insurance now carried by him and that such beneficiary under such life insurance policy may be changed by the defendant if he so desires. It is further ordered that the defendant be and he hereby is required to pay directly to the complainant the sum of $325.00 on or by the first day of each and every month beginning July 1, 1973, as child support. The defendant is hereby ordered to pay James Patrick Nichol, attorney for the complainant the sum of $550.00 as his reasonable attorney's fee for services rendered in this cause. The defendant shall pay the costs of this cause, for all of which execution may issue if necessary.

Enter this 14 day of June 1973.

BENSON TRIMBLE, JUDGE

Approved for entry:

INGRAHAM, NICHOL, YOUNG & CORBETT

By: _____
James Patrick Nichol
Attorney for Complainant

CERTIFICATE OF SERVICE

I, James Patrick Nichol, hereby certify that a true and exact copy of the foregoing has been mailed to Price Nimmo, Attorney for the Defendant, this 14th day of June, 1973.

_____
James Patrick Nichol

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IDENTIF. REFERENCE

BOOK 5070 PAGE 75

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DAVIDSON COUNTY, TENN.

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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* ~~correct transcript~~ true Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Sue Curtistine Ransom *Plaintiff, and* Ralph E. Ransom *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* 16th *day of* September *in the year one thousand nine hundred and* 76 *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L Bates, *D. C.*

F to Wilkins & Adams