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ROBERT GORDON NORRIS	)	IN THE FIFTH CIRCUIT COURT
	)	
VS. FILE NO. 82939	)	AT NASHVILLE, TENNESSEE
	)	
DOROTHY DEAN NORRIS	)	

147-6
173
PW

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on October 14, 1976 before the Honorable Stephen North, Judge, holding the Fifth Circuit Court of Davidson County, Tennessee, at Nashville, upon the original Complaint for Absolute Divorce, filed by Robert Gordon Norris (plaintiff and cross-defendant), personal service of process on Dorothy Dean Norris (defendant and cross-plaintiff), Answer and Cross-Complaint for Absolute Divorce, filed by the said Dorothy Dean Norris, answer to said Cross-Complaint by said plaintiff and cross-defendant, the Bill of Particulars relating to the original Complaint for Absolute Divorce, Motion of plaintiff and cross-defendant to be allowed to dismiss his original Complaint for Absolute Divorce, statement of counsel and the entire record; and it appearing to the satisfaction of the Court that said Motion to dismiss is proper and should be granted; wherefore,

It is accordingly ORDERED, ADJUDGED and DECREED that the Motion of plaintiff and cross-defendant relating to the dismissal of his original Complaint for Absolute Divorce be, and the same is hereby, granted; and that said original Complaint for Absolute Divorce be, and the same is hereby, dismissed and for nothing held.

This cause came on further to be heard on statement of counsel for both parties, that the parties hereto, through their counsel, had reached an agreement as to custody, property, alimony and child support; and the Court being satisfied that said agreement, which was announced in open court in the presence of both parties, should be approved in its entirety, it is made the order of this Court as detailed hereinafter by appropriate adjudication.

This cause came on further and finally to be heard on the Cross-Complaint for Absolute Divorce, testimony of said cross-plaintiff and her two witnesses, who were heard in open court, statement of

counsel and the entire record; and it appearing to the satisfaction of the Court that the original plaintiff and cross-defendant, Robert Gordon Norris, has been guilty of such cruel and inhuman treatment or conduct towards cross-plaintiff as renders further cohabitation unsafe and improper; and that said cross-plaintiff is entitled to be awarded an Absolute Divorce from the said Robert Gordon Norris; wherefore,

It is accordingly ORDERED, ADJUDGED and DECREED that Dorothy Dean Norris, cross-plaintiff, be, and she is hereby, awarded an Absolute Divorce from Robert Gordon Norris; that the bonds of matrimony heretofore subsisting between the parties be, and the same are hereby, forever and perpetually dissolved; and said cross-plaintiff be, and she hereby is, restored to all of the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED, based on the agreement of the parties as announced in their presence by counsel in open court, and as fully approved by the Court, that:

1. The custody of the minor child of the parties is hereby awarded to cross-plaintiff with cross-defendant to have privileges of visitation with said child at reasonable times and places;

2. That, effective on November 1, 1976, and continuing thereafter on the first day of each succeeding month, pending further orders of the Court, the cross-defendant shall pay to cross-plaintiff the sum of $200.00 as support and maintenance for said minor child, and such monthly payments shall be sent directly to cross-plaintiff by cross-defendant;

3. That said cross-defendant may consider said minor child as his dependent and exemption for United States Income Tax purposes;

4. That, until said minor child attains the age of eighteen, and so long as she is a student at Lipscomb High School, in Nashville, Tennessee, cross-defendant shall be responsible for paying the tuition at said institution for said child and the payments thereof shall be made by cross-defendant directly to said institution;

5. That, effective on November 1, 1976, and continuing thereafter on the first day of each succeeding month, subject to review

two years from the entry hereof, cross-defendant shall pay to cross-plaintiff the sum of $400.00 as monthly alimony;

6. That, effective immediately, and subject to review two years from the entry hereof, cross-defendant shall pay to cross-plaintiff one-half of all sums of money payable to him by his employer as a bonus with the right in cross-plaintiff to consider one-half thereof as alimony and the other one-half as child support; that the alimony portion shall be one-fourth of the gross bonus and the one-fourth child support may be based on the net bonus after the computation of U.S. Income Tax; and cross-defendant shall obtain from his employer and furnish to cross-plaintiff, when any bonus payment is made to him, a certificate as to the gross amount of such bonus payment, the amount of U.S. Tax withheld therefrom, the date thereof and any other pertinent data;

7. That the plaintiff and cross-defendant shall pay all debts which were accumulated by the parties up to October 14, 1976, including the current automobile insurance premium for defendant and cross-plaintiff, out of the bonus of $4,600.00 which was received recently by plaintiff and cross-defendant from his employer; and that said plaintiff and cross-defendant shall furnish a list of all debts paid, such list to reflect creditors and amounts paid with the certification that said indebtednesses have been discharged in full; ...

8. That all of the right, title and interest which the said Robert G. Norris, also known as Robert Gordon Norris, has in and to the following described improved real estate, which is in words and figures as follows:

Land in Davidson County, Tennessee, being Lot No. 147 on the Plan of Caldwell Country Estates, Section II, as of record in Book 2663, page 128, Register's Office for said County.
Said Lot No. 147 fronts 100 feet on the southerly side of Timberdale Court, and extends back 425.2 feet on the easterly line and 444.81 feet on the westerly line, to a dead line in the rear on which it measures 101.5 feet thereon.
Being the same property conveyed to Floyd H. Hogan and wife, Catherine H. Hogan, by deed from Robert H. Eubank and wife, as of record in Book 3959, page 66, said Register's Office.

be, and the same is hereby, divested out of him entirely to the end that all of the right, title and interest in and to the above-described improved real estate be, and the same is hereby, vested absolutely in Dorothy T. Norris, also known as Dorothy Dean Norris,

as her sole and separate property, free from any claim thereon by the said Robert G. Norris, and the said Dorothy T. Norris shall assume any indebtedness on said property and will hold the said Robert G. Norris harmless thereon;

9. That all household goods, furniture, furnishings and other effects which are located at 307 Timberdale Court, Nashville, Tennessee, 37211, shall be the sole and separate property of defendant and cross-plaintiff as alimony in solido, free from any claim thereon by plaintiff and cross-defendant;

10. That plaintiff and cross-defendant is awarded as his sole and separate property all of his personal effects, any property currently in his possession, a certain camper unit, boat and title to four cemetery lots, and the defendant and cross-plaintiff is directed to do any and all acts necessary to effectuate the transfer of title to the foregoing properties or otherwise cause delivery thereof to be made properly to said plaintiff and cross-defendant;

11. That the plaintiff and cross-defendant shall maintain all of his free employer-furnished life insurance for a period of four years with the defendant and cross-plaintiff as the sole beneficiary thereof, and he shall furnish evidence of such coverage to defendant and cross-plaintiff or her attorney at reasonable times;

12. That the plaintiff and cross-defendant shall cause to be transferred to defendant and cross-plaintiff title to a certain 1972 Ambassador automobile which defendant and cross-plaintiff has in her possession and he shall do any and all acts necessary to effectuate such transfer;

13. That the minor child of the parties is to be retained on plaintiff and cross-defendant's medical and hospitalization insurance coverage at the place of his employment until said child attains the age of eighteen years;

14. That none of the bills accumulated by the parties to a conclusion of their marriage on October 14, 1976, shall be the responsibility of defendant and cross-plaintiff, except as provided in para. 8;

15. That any certificates or certifications which are called for by the provisions hereinabove set forth shall be furnished by the party obligated so to do within a reasonable period of time to the

party entitled to receive same;

16. That the provisions of the Order, which was entered herein in August, 1976, shall, to the extent appropriate, remain in full force and effect through the month of October, 1976; and that the alimony provisions contained herein for the benefit of defendant and cross-plaintiff as well as the life insurance for her benefit shall shall no longer be applicable and enforceable in the event of the death or remarriage of defendant and cross-plaintiff;

17. That the said Robert Gordon Norris shall pay to Tom H. Proctor, Jr., attorney, for legal services in behalf of defendant and cross-plaintiff, the sum of $1,200.00 as his portion of legal fees for said attorney, with said sum to be paid at the rate of $100.00 per month, commencing on November 1 and continuing thereafter on the first day of each succeeding month until fully paid, with interest of eight percent thereon; however, in the event said plaintiff and cross-defendant should default on any monthly payment, such default may be declared by said attorney and the entire balance will become due and payable with interest; and,

18. That the plaintiff and cross-defendant shall pay the costs of this cause, for which execution may issue if necessary.

S/ Stephen North
JUDGE

APPROVED FOR ENTRY:

GEORGE P. LINEBAUGH, JR.
ATTORNEY FOR ROBERT GORDON NORRIS

TOM H. PROCTOR, JR.
ATTORNEY FOR DOROTHY D. NORRIS

Mail
Dorothy Dean Harris
301 Dunbardale Ct
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DAVIDSON COUNTY, TENN.

10-26-76 32C. /1556

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* Robert Gordon Norris *Plaintiff, and* Dorothy Dean Norris *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* 9th *day of* Dec. *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.*