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JOE L. HAMM] IN THE FIRST CIRCUIT COURT OF
DAVIDSON COUNTY, TENNESSEE
VS.]
NO. 79830
ANN H. HAMM]

D E C R E E

This cause came on to be heard on this the 13th day of September, 1976, before the Honorable J. William Rutherford, Judge, Division I of the Circuit Court of Davidson County, Tennessee, upon the motion of the original plaintiff for a final disposition of the cause, the Court having heretofore awarded the cross-plaintiff a divorce from bed and board. It satisfactorily appearing to the Court that there is no possibility of a reconciliation between the parties, and that a final divorce should be granted in the cause, it is accordingly ORDERED, ADJUDGED and DECREED that the divorce a mensa et thoro heretofore granted the cross-plaintiff, Ann H. Hamm, be and the same is hereby made final. The bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved, and cross-plaintiff is restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that as alimony in futuro, the cross-defendant will pay to the cross-plaintiff the sum of $500.00 per month until the death or remarriage of the cross-plaintiff. Said sums shall be payable directly by appropriate check or money order, and shall be payable on or before the 5th day of each month. The first payment shall be due and payable on or before the 5th day of October, 1976, and for the month of October, 1976. The cross-defendant having heretofore been ordered to pay the cross-plaintiff the sum of $500.00 per month as alimony pendente lite, it is ORDERED that said payment will include the month of September, 1976.

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

As additional alimony in solido, all of the cross-defendant's right, title and interest in and to a certain piece of real property heretofore owned by the parties as tenants by the entirety and located at 625 Watsonwood Drive in Nashville, Tennessee, as is now vested in the cross-defendant shall be divested from the cross-defendant, and said property shall be awarded absolutely to the cross-plaintiff. Said property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 330 on the Plan of Whispering Hills, Section II-A, as of record in Book 2331, page 132, Register's Office for said County.
>
> Said Lot No. 330 fronts 121.4 feet on the westerly side of Watsonwood Drive, and runs back between lines, measuring 229.1 feet on the northerly line and 227.5 feet on the southerly line to a dead line in the rear, measuring 105 feet thereon.
>
> Being the same property conveyed to Joe L. Mann and wife, Ann Benson Mann, by deed from Robert L. Stewart and wife, Peggy D. Stewart, of record in Book 4652, page 627, Register's Office for Davidson County, Tennessee.

The cross-plaintiff will be responsible for the payment of the mortgage indebtedness against said property. In addition thereto, all of the household furnishings and personal properties located at said aforementioned 625 Watsonwood Drive is awarded to the cross-plaintiff, and cross-defendant's right, title and interest therein is divested of cross-defendant.

The automobile normally driven by cross-plaintiff, the same being a 1975 Buick, is awarded absolutely to the cross-plaintiff, and the cross-defendant shall execute such documents as may be necessary for the transfer of said property to the cross-plaintiff.

It further appearing to the Court that the parties are the owners of an interest in property located in Paulding County,

Georgia, and that said property should be awarded to the cross-plaintiff, it is accordingly ORDERED, ADJUDGED and DECREED that the cross-defendant will execute such deeds and/or documents to transfer the title to any and all property owned by the parties in the state of Georgia to the cross-plaintiff.

It further appearing to the Court that the cross-defendants corporation, to wit, Transamerican Equipment Exchange, Inc., of which the cross-defendant is the sole stockholder, is the owner of certain lands in the state of Colorado, and that the cross-defendant, through said aforementioned corporation, is endeavoring to sell said aforementioned lands, but that the cross-plaintiff has an equity interest therein, it is further ORDERED, ADJUDGED and DECREED that as additional alimony in solido, that the cross-plaintiff is awarded judgment against the cross-defendant in the total amount of $35,000.00. It being represented to the Court that cross-defendant contemplates selling said aforementioned land as expeditiously as possible, it is further ORDERED that the alimony in solido judgment in favor of the cross-plaintiff in the amount of $35,000.00 shall be paid by the cross-defendant to the cross-plaintiff directly from the proceeds of the sale of said aforementioned land, but subject to the payment of certain attorney's fees hereinbelow set forth. The Court expressly reserves this matter for further consideration by the Court in the event of an extended delay in the sale of the land or in the satisfaction of the judgment by the cross-defendant. Upon payment by the cross-defendant of the $35,000.00 judgment as aforementioned, the cross-plaintiff will have no further claim against the cross-defendant and/or his corporation in respect to the Colorado property.

The cross-defendant will be responsible for the payment of a lien and/or judgment entered against the parties, and in favor of the Moreland Realty Company, Inc., as a result of an intervening petition filed in this cause by Moreland Realty Company, Inc., and bearing Docket No. 79830, and will hold cross-plaintiff harmless from any responsibility therefor. In addition thereto, the cross-defendant will be responsible for the payment of all outstanding hospital and medical bills incurred by the cross-plaintiff during the course of the marriage of the parties, and which remain outstanding and unpaid.

For services rendered cross-plaintiff in this cause, Jack Norman, Jr., solicitor for cross-plaintiff, shall be awarded a fee in the total amount of $4,000.00. $1,500.00 of said aforementioned fee will be due and payable by the cross-defendant subsequent to the entry of the final decree in this cause. The remaining balance of $2,500.00 will be paid from the $35,000.00 alimony in solido judgment in favor of the cross-plaintiff. Upon the sale of the property in Colorado as aforementioned, or upon payment of the alimony judgment in the amount of $35,000.00 by the cross-defendant prior to the sale, $32,500.00 shall be paid to the cross-plaintiff, and $2,500.00 shall be paid to her solicitor, Jack Norman, Jr.

It is further expressly agreed and understood that in order to enable the cross-defendant to obtain a loan in an amount not to exceed $10,000.00, and to satisfy a tax claim against the property in Colorado, that a lien is not declared against said property and in favor of the cross-plaintiff for the alimony in solido award. However, the cross-defendant, either individually

or through his corporation, is expressly enjoined and restrained from placing any additional encumbrances upon the property in Colorado until such time as the alimony in gross judgment in the amount of $35,000.00 has been satisfied in full.

All of the aforementioned awards made in this cause are based upon the representations of the cross-defendant and his solicitor that the cross-defendant has no assets other than those as testified to in Court, and particularly that cross-defendant has no interest in coal or coal mining properties in the state of Illinois, or any other properties or income sources other than those reflected in the financial statements furnished by cross-defendant to cross-plaintiff in this cause.

The question of enforcing the terms and conditions of this decree is reserved by the Court at this time.

The cross-defendant shall pay the costs of this cause, for which execution may issue, if necessary.

Entered this _____ day of September, 1976.

s/ J. William Ruhmford
JUDGE

APPROVED FOR ENTRY:

Jack Norman, Jr., Attorney for Cross-Plaintiff

M. Norris Jenkins, Attorney for Cross-Defendant

I certify that I have mailed a copy of this Decree to Mr. M. Norris Jenkins, attorney for cross-defendant, Hardin Professional Building, 4015 Trevis Drive, Nashville, Tennessee 37211, this 16th day of September, 1976.

Jack Norman Jr.
Attorney

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INDEXED REFERENCE

DEC 13 11 02 AM '76

REGISTER
DAVIDSON COUNTY, TENN.

141A/113 Docket No. 79830

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~~ true copy *transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Joe L. Hamm *Plaintiff, and* Ann M. Hamm *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* 19th *day of* November *in the year one thousand nine hundred and* seventy six *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L. Rutherford, *D. C.*