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IN THE THIRD CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

BILLY CLAY FORKUM]
]
VS.] NO. 83915
]
MILDRED AVIS McCARLEY FORKUM]

42-15
96 pw

FINAL DECREE

This cause came on to be heard, this 16th day of November, 1976, before the Honorable Joe C. Loser, Jr., Judge of the Third Circuit Court of Davidson County, Tennessee upon original bill for absolute divorce filed by Billy Clay Forkum, answer and cross-bill of Mildred Avis McCarley Forkum, announcement to the Court that the case would be uncontested upon the cross-bill of Mildred Avis McCarley Forkum and after testimony of the cross-plaintiff and her witnesses, the Court was of the opinion that the allegations of the cross-bill had been fully sustained, that is that the cross-defendant has been guilty of such cruel and inhuman treatment as renders cohabitation unsafe and improper and further the Court was of the opinion that the property settlement agreement entered into, by and between the parties, should be approved and made a part of this final decree.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that cross-plaintiff be and she is hereby granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is furthar ORDERED, ADJUDGED and DECREED by the Court that the property settlement agreement entered into, by and between the parties be and the same is hereby approved and made a part of this final decree. This property settlement agreement is in words and figures as follows:

Filed 12/1/76

1. The house and lot previously owned by the parties as tenants by the entirety will now be owned by the parties as tenants in common and cross-plaintiff will be entitled to live in the home place until such time as she remarries or until such time as she decides to sell the house, at which time the parties will split the profit after the expenses of sale, etc. In the event of cross-plaintiff's death, the house and lot will be owned by cross-defendant and in the event he should predecease her, the house and lot will be owned by cross-plaintiff and cross-defendant will maintain an insurance policy to pay the balance owed on the house in the event of his death.

The property heretofore mentioned, previously owned by the parties as tenants by the entirety and now owned by the parties as tenants in common, is described in words and figures as follows:

> Being Lots Nos. 41 to 44, both inclusive, of Block "A", on the Plan of Marthonna Subdivision, and described according to a copy of a survey by J.A. Mefford, Surveyor, December, 1937, as follows:
>
> BEGINNING at a point on the easterly margin of Marthonna Road, East, formerly Ezell Road, East, of the common corner of Lots 40 and 41; thence with the line between said lots, easterly 416 feet to a point; thence southwardly 100 feet to the corner of Lots 44 and 45; thence with the line between said lots, westwardly 417.4 feet to the easterly margin of Marthonna Road, East; thence with the margin of the same, 100 feet to the beginning.
>
> Being the same property conveyed to Clyde D. Braly and wife, Mary Lou Braly, by deed from E.C. Chance and wife, of record in Book 2332, page 585, Register's Office for Davidson County, Tennessee. The said Clyde D. Braly and Mary Lou Braly both having since died, and the said Clyde D. Braly having predeceased Mary Lou Braly. The said Mary Lou Braly devised said property to Julia Braly Sharp, as devisee under the Will of record in Will Book 89, page 331, County Probate Court for Davidson County, Tennessee.
>
> Said conveyance is expressly subject to Restrictive Covenants of record in Book 1133, page 313, Register's Office for Davidson County, Tennessee.
>
> Being the same property conveyed to Billy C. Forkum and wife, Mildred A. Forkum, by deed from Julia Braly Sharp, of record in Book 4223, page 564 and 565, Register's Office for Davidson County, Tennessee.

2. The cross-defendant will pay to cross-plaintiff the amount of Two-Hundred, Fifty ($250.00) Dollars a month as alimony and she will in addition to other things, pay out of this amount the house note, utilities, garbage, etc.

3. The cross-defendant will transfer the title to an automobile to the cross-plaintiff, which he has purchased for her, free and clear. The cross-defendant has paid the insurance on said automobile for a period of one (1) year and after the expiration of that year, it will be her responsibility.

4. Cross-defendant will pay all of the college expenses for the daughter now living with cross-plaintiff, including clothing and any other expenses that she might incur while attending college.

5. The parties will continue to own as tenants in common, property at 765 Walnut Street where another daughter and her husband presently live. When they move, the house will be sold and cross-plaintiff and cross-defendant will split the profit. The parties have both signed a note which they made for the down payment on this property and cross-defendant will continue to pay this note.

This property which was previously owned by the parties as tenants by the entirety and now owned by the parties as tenants in common is described in words and figures as follows:

> Being Lot No. 26 on the Plan of Power and Roth's Madison Park Subdivision, Block A, Recorded in Book 843, page 75, Register's office, Davidson County, Tennessee.
>
> Being the same property conveyed to Ted E. Hollins and wife, Louise Hollins by deed from Louise Binkley, as of record in Book 4794, page 736, said Register's Office .
>
> Being the same property conveyed to Billy C. Forkum and wife, Mildred A. Forkum by deed from Ted E. Hollins and wife, Louise Hollins, as of record in Book 5019, page 171 and 172, Register's Office, Davidson County, Tennessee.

6. Cross-defendant will continue to pay all bank notes and any other indebtedness and obligations that the parties had at the time of the divorce.

7. The parties own vacant lots in Mt. Juliet, Tennessee, which the cross-defendant will place in a real estate agent's hands to sell and the parties will split the profits.

8. Cross-defendant will keep in full force and effect a $5,000.00 life insurance policy that he has on cross-plaintiff.

9. The cross-defendant will continue to pay all veterinarian bills on the parties' two dogs.

10. The parties have agreed to split certain household furniture, furnishings and fixtures and she shall retain all of these with the exception of one Zenith color television, fishing boat and equipment and other personal belongings.

It is further ORDERED, ADJUDGED and DECREED by the Court that the cross-defendant will pay the costs of this cause for which let execution issue if necessary.

Enter this _____ day of _____, 1976.

s/Joe C. Loser
JUDGE

APPROVED FOR ENTRY:

s/Jack Butler
JACK A. BUTLER
Attorney for Cross-Plaintiff

_____
JACK NORMAN, JR.
Attorney for Cross-Defendant

This is to certify that a true copy of the foregoing Final Decree has been forwarded to Mr. Jack Norman, Jr., attorney for the cross-defendant, 213 Third Avenue North, Nashville, Tennessee 37201, this the 1 day of Dec, 1976.

s/Jack Butler
JACK A. BUTLER

Mail Jack Butler Code, Center 1st Amer Nash

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IDENTIFICATION REFERENCE

JAN 11 9 14 AM '77

REGISTER DAVIDSON COUNTY, TENN.

JAN 11 F MISC B* 10.00 * 10.00

Docket No. 83915 110B/1276

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 ~~correct transcript~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Billy Clay Forkum *Plaintiff, and* Mildred Avis McCarley Forkum *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* 5th *day of* January *in the year one thousand nine hundred and* seventy-seven *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature], *D. C.*

Form #GR-117