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GEORGE WILLARD BRINKMAN	]	IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE
VS.	]	
		NO. 75394
DYRIS KNIGHT BRINKMAN	]	

FINAL DECREE

This cause came on to be heard upon the testimony of the principals, upon the testimony of the corroborative witnesses, and upon written argument of solicitors, and the entire record of this cause. From all of which the Court is of the opinion and finds as follows:

That the allegations of the original bill were not sustained by the evidence, and the original bill filed by the plaintiff, George Willard Brinkman, is accordingly dismissed.

The Court further finds that the allegations of the cross-bill filed by Dyris Knight Brinkman were fully sustained by the evidence, that is, that the said George Willard Brinkman has been guilty of such cruel and inhuman treatment towards the cross-plaintiff, Dyris Knight Brinkman, as renders further cohabitation unsafe and improper, and the cross-bill is accordingly sustained.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore subsisting between Dyris Knight Brinkman and George Willard Brinkman be and the same are hereby forever and perpetually dissolved. The said Dyris Knight Brinkman is hereby decreed an absolute divorce from the said George Willard Brinkman, and she is further restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court that the principal custody of the minor children shall be awarded to the mother, Dyris Knight Brinkman, with the father,

George Willard Brinkman, to have reasonable rights of visitation. In the event this right of visitation cannot be agreed upon by and between the parties, then a decision as to specific visitations will be made by the Court without additional testimony.

It is further ORDERED, ADJUDGED and DECREED by the Court that the cross-defendant, George Willard Brinkman, pay directly to Dyris Knight Brinkman, the sum of $350.00 each month for the support and maintenance of the minor children. If for any reason, this arrangement does not work satisfactorily, and if there be any difficulty in the collection of this child support, then it will be ordered to go to the office of the Circuit Court Clerk, and the said George Willard Brinkman will be assessed with the five per cent for the Clerk's services.

It is further ORDERED, ADJUDGED and DECREED by the Court that the said George Willard Brinkman be and he is hereby directed to continue to maintain the life insurance that he has on himself that he now has in full force and effect, with the two minor children to remain as beneficiaries thereof.

It is further ORDERED, ADJUDGED and DECREED by the Court that all of the right, title and interest of George Willard Brinkman in the real estate located at 14 Jacqulyn Drive in Davidson County, Tennessee, now occupied by the said Dyris Knight Brinkman and the minor children and heretofore owned by the parties as tenants by the entireties, and more particularly described as follows:

> Being Lot No. 125 on the Plan of Glencliff Estates, Section 6, as of record in Book 2133, page 73, Register's Office for said County.
>
> Said Lot No. 125 fronts 86 feet on the southerly side of Jacqulyn Drive and runs back between lines, 180 feet on the easterly line and 195 feet on the westerly line, to a dead line in the rear, measuring 125 feet thereon.

Being the same property conveyed to George W. Brinkman and wife, Dyris K. Brinkman, by deed from Duncan E. Crockarell and wife, Verna Lou Crockarell, as of record in Book 4029, page 289, Register's Office of Davidson County, Tennessee.

now vested in the said George Willard Brinkman is hereby divested out of the said George Willard Brinkman, and the title to said real estate is vested in the said Kyris Knight Brinkman in fee simple. The said Dyris Knight Brinkman will be responsible for all mortgage indebtedness on said property as of the date of this decree.

It is further ORDERED, ADJUDGED and DECREED by the Court that all of the personal property now located in the home at 14 Jacqulyn Drive now being occupied by the said Dyris Knight Brinkman shall be and become her sole property, with no resulting claim thereto by the said George Willard Brinkman. In addition thereto, the said George Willard Brinkman is hereby ordered and directed to forthwith return to the said Dyris Knight Brinkman the family pictures, the hair dryer, and the tractor lawn mower which he has heretofore removed from said premises.

It is further ORDERED, ADJUDGED and DECREED by the Court that the motor vehicle now being driven by the said Dyris Knight Brinkman shall be her sole property, with no resulting claim thereto, insofar as the said George Willard Brinkman is concerned.

It is further ORDERED, ADJUDGED and DECREED by the Court that in full and final settlement of all the rights and entitlements of the said Dyris Knight Brinkman, and in full settlement of all further claims by her against the said George Willard Brinkman as a result of their marriage, and in full and final settlement of their property rights, and any

further claims for alimony that the said George Willard Brinkman pay to the said Dyris Knight Brinkman the sum of $24,000.00, payable in monthly installments of $200.00 per month for a period of 120 months, until the entire amount shall have been paid.

It further appearing to the Court that the said George Willard Brinkman is in arrears in the payment of alimony pendante lite and child support for the period of one month and in the amount of $300.00 as directed by a previous order of this Court, the cross-plaintiff is hereby awarded judgment for this $300.00, for which execution may issue, if necessary.

It is further ORDERED, ADJUDGED and DECREED by the Court that the monthly child support payments in the amount of $350.00, and the monthly alimony payments in the amount of $200.00, for a total of $550.00 per month, be paid by the said George Willard Brinkman to the said Dyris Knight Brinkman on or before the first day of each month, [redacted], beginning the first day of June, 1975.

It is further ORDERED, ADJUDGED and DECREED that the said George Willard Brinkman pay to Jack Norman, Attorney, the sum of $3,000.00, as a reasonable attorney fee for professional services rendered the said Dyris Knight Brinkman in this entire cause, for which execution may issue, if necessary.

It is further ORDERED, ADJUDGED and DECREED by the Court that all other properties, real and personal, or monies that are now owned jointly by the parties, that is, with the exception of those specifically named above, will be and become the sole property of the said George Willard Brinkman, with no resulting claims thereto on the part of the said Dyris Knight Brinkman.

Both parties are hereby ordered and directed to sign all necessary papers and to execute all documents necessary to effect the purposes, intents and directions of the foregoing decree.

The said George Willard Brinkman will pay the costs of this cause, for which execution may issue, if necessary.

Dated this 28 day of May, 1975.

BENSON TRIMBLE, JUDGE, FOURTH CIRCUIT COURT

APPROVED FOR ENTRY:

Jack Norman, Solicitor for Dyris Knight Brinkman

I, Jack Norman, certify that I have delivered a copy of this decree to Mr. Harry S. Lester, attorney of record for George Willard Brinkman, at his office at 214 Third Avenue, North, Nashville, Tennessee, this 28 day of May, 1975.

Jack Norman, Attorney

a certified copy of this decree may be obtained from the office of Mr. George Rooker, circuit court clerk on the 5th floor of the Courthouse.

JN

APPROVED FOR ENTRY:

Jack Norman, Solicitor for David Kendall Erlanger

RECORDER'S MEMO:
Legibility of writing, typing or printing in this document when received.

PERSON TRIMBLE, JUDGE, FOURTH CIRCUIT COURT

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Both parties are hereby ordered and directed to aid all necessary papers and to execute all documents necessary to effect the purposes, intents and directions of the foregoing decree.

The said George Millard Brinkman will pay the costs of this cause, for which execution may issue, if necessary.

Dated this ___ day of May, 1982.

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DAVIDSON COUNTY, TENN.
REGISTER'S OFFICE

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Form #CR-113

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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 GEORGE WILLARD BRINKMAN Plaintiff, and DYRIS KNIGHT BRINKMAN 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 March in the year one thousand nine hundred and Seventy-seven and in the 201st year of American Independence.

GEORGE L. ROOKER, Clerk.

By _____, D. C.