41-Elm Hill
95-14-88.
217-Elm Hill Acres
95-14-104

BOOK 5136 PAGE 20

MARIE LINCOLN TISDALE] IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

VS.]

NO. 68468

BILLY JOE TISDALE]

D E C R E E

APR 14 MISC 8* 14.00 * 14.00

This cause came on to be heard on the 17th day of July, 1973, before the Honorable Benson Trimble, Judge, Division IV of the Circuit Court of Davidson County, Tennessee, upon the original complaint of the plaintiff, Marie Tisdale, and the answer of the defendant, Billy Tisdale. The answer having been withdrawn, the matter was considered by the Court on an uncontested basis. From the testimony of the plaintiff, her corroborating witnesses, statement of counsel, and a review of the entire record in the cause, the Court is of the opinion that the plaintiff did successfully prove her grounds for divorce, that is, that the defendant has been guilty of such cruel and inhuman treatment towards her as renders further cohabitation unsafe and improper.

It is, therefore, ORDERED, ADJUDGED and DECREED that the plaintiff, Marie Lincoln Tisdale, is awarded an absolute divorce from the defendant, Billy Joe Tisdale, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. Plaintiff is restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the absolute care, custody and control of the minor child of the parties, Rena Tisdale, is vested in the plaintiff, with the right and privilege of the defendant to see and visit said child at all reasonable times and places. As support for said child, the defendant will pay to the plaintiff the sum of $200.00 per month, payable on or before the 5th day of each month, subsequent to the entry of final decree in this cause. Said payments are to be made

ENTERED IN C.C.S. MAY TERM, ON THE TWENTY-THIRD DAY OF JULY, 1973

by appropriate check or money order. The defendant shall have the privilege of claiming the child as a dependent for income tax purposes. In addition thereto, it being stated to the Court that the defendant has agreed to provide a trust fund to insure the college education of said aforementioned child, and said agreement constituting contractual obligations between the plaintiff and the defendant, and being ratified by the Court, it is accordingly ORDERED, ADJUDGED and DECREED that the defendant shall be responsible for the establishment of a trust fund, in his discretion, but that it be adequate to assure the college education of said aforementioned child. In addition thereto, the defendant will continue in full force and effect hospitalization covering said minor child, and will be responsible for any unusual medical or dental bills that might be incurred by said child until it reaches its majority.

Additionally, and by agreement of the parties and ratification by the Court, it is further ORDERED, ADJUDGED and DECREED that the defendant shall keep in full force and effect a life insurance policy on his life, and with the child designated thereon as beneficiary, and in the minimum amount of $50,000.00. Said policy shall continue in full force and effect until the child reaches its majority.

It is further ORDERED, ADJUDGED and DECREED that as alimony in futuro, the defendant shall pay to the plaintiff the sum of $200.00 per month, payable by appropriate check or money order, and payable on or before the 5th day of each month, subsequent to the entry of final decree in this cause. Said payments shall continue on a monthly basis as aforementioned, until the death or remarriage of the plaintiff, but with the further understanding, however, that said payments shall be paid, regardless

of the remarriage of the plaintiff, for a period of ten years from the entry of final decree in this cause, but further providing that the ten year payment minimum would be concluded, in the event of the death of the plaintiff within the ten year period.

As alimony in solido, it is ORDERED, ADJUDGED and DECREED that all of defendant's right, title and interest in and to the household furnishings of the parties, and now in the possession of the plaintiff, as is now vested in the defendant, shall be divested from the defendant and said personal property shall become the sole and exclusive property of the plaintiff. In addition thereto, all of defendant's right, title and interest in and to certain real property, consisting of an equity in a house and lot located at 2133 Jade Drive in Nashville, Tennessee, and more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 41 on the Plan of Elm Hill Acres, Section No. 1, as of record in Book 2331, page 67, Register's Office for said County.
>
> Said Lot No. 41 fronts 70 feet on the south side of Jade Drive and runs back between parallel lines 225 feet to a dead line.
>
> Being the same property conveyed to Billy J. Tisdale, et ux, by deed from Eugene Perry Davis and Erby Sam Fulghum, of record in book 4142, page 81, R.O.D.C.

and in addition thereto, a house and lot located at 2158 Sanborn Drive in Nashville, Tennessee, as is now vested in the defendant, and more particularly described as follows:

> Being part of Lot No. 217 on the Map of Elm Hill Acres, Section 1, as of record in Book 2331, page 67, Register's Office for said County.
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> Said part of said lot fronts 160 feet on the easterly side of Sanborn Drive and runs back between lines, 223.6 feet on the northerly line and 174.4 feet on the southerly line, to a broken rear line on the right-of-way of Briley Parkway, measuring 170.3 feet thereon.
>
> Being the same property conveyed to Billy J. Tisdale, et ux, by deed from Everett Y. Eslick, et ux, of record in Book 4215, page 214, R.O.D.C.

shall be divested out of the defendant, and title thereunto vested in the plaintiff in fee simple. In addition thereto, all of defendant's right, title and interest in and to the four grave lots located in the Woodlawn Garden of Moses, 171-B, at Woodlawn Cemetery, formerly owned by the parties together, as is now vested in the defendant, shall be divested from the defendant, and said lots awarded to the plaintiff. In addition thereto, it is ORDERED that all of defendant's right, title and interest in and to a lot located at the Four Seasons of Tennessee resort in DeKalb County, Tennessee, and more particularly described as follows:

> Being Lot No. 397 on the Map of Four Seasons of Tennessee, Section 8, as of record in the Register's Office of DeKalb County, Tennessee.
>
> Being the same property conveyed to Billy J. Tisdale and wife, Marie Tisdale, by deed from Four Seasons of Tennessee, in Deed Book C-4, page 488-489, Register's Office, DeKalb County, Tennessee.

as is now vested in the defendant, shall be divested out of the defendant, and awarded to the plaintiff in fee simple. As additional alimony in solido, the defendant shall transfer to the plaintiff all of his right, title and interest in and to certain stock in the United Fund, and valued at approximately $5,000.00, it being the intention of the Court to award said stock to the plaintiff absolutely.

It is further ORDERED, ADJUDGED and DECREED that each party will retain their respective automobile, and will execute such documents as may be necessary for the proper transfer of title thereunto to one another.

It is further ORDERED, ADJUDGED and DECREED that all of plaintiff's right, title and interest in and to the business property titled in the name of the defendant, and located on

Lebanon Road in Nashville, Tennessee, and in addition thereto, all of plaintiff's right, title and interest in certain other property titled in the name of the defendant, and located on Shenandoah Drive in Nashville, Tennessee, as is now vested in the plaintiff, shall be divested from the plaintiff, and awarded absolutely to the defendant, with the plaintiff retaining no further interest therein.

It further appearing to the Court that a condominium apartment has recently been purchased in the name of the plaintiff and the defendant, and located in Townhouse No. 62, Building 11, of the Priest Lake Park Condominiums, and that said property is to be occupied in the future by the plaintiff; it is accordingly ORDERED, ADJUDGED and DECREED that all of defendant's right, title and interest in and to said aforementioned condominium as afore-described as is now vested in the defendant, shall be divested from the defendant, and title to said condominium shall hereinafter be vested solely in the plaintiff. Plaintiff shall be responsible for the monthly payments on said property in the amount of $208.00. It is further ORDERED, ADJUDGED and DECREED, however, pursuant to an agreement entered into by and between the parties and ratified by the Court, that should said plaintiff be unable to continue the payments on said condominium as aforementioned in the monthly amount of $208.00, at any time subsequent to the entry of this decree, and prior to final payment of the indebtedness against said property, then, and in that event, the defendant shall agree to purchase the plaintiff's equity in said condominium for an amount representing the total sum of all payments on said condominium made prior to that date by the plaintiff, and at which time, and upon receipt of payment by the defendant as aforementioned, plaintiff agrees

and it is ORDERED, ADJUDGED and DECREED that title to said property would thereinafter be transferred by the plaintiff back to the defendant, who would, in turn, assume all further responsibility in regard to said property.

As additional alimony, the defendant shall pay to Jack Norman, Jr., solicitor for the plaintiff, the sum of $1,000.00 for services rendered plaintiff in this cause.

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

Entered this 23 day of July, 1973.

JUDGE

APPROVED FOR ENTRY:

Jack Norman, Jr.
Attorney for Plaintiff

J. William Rutherford
Attorney for Defendant

I certify that I have mailed a copy of this Decree to Mr. J. William Rutherford, attorney for defendant, Nashville Bank and Trust Building, Nashville, Tennessee, this 19th day of July, 1973.

Attorney

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FILED FOR REFERENCE
AUG 10 02 AM '77
CLERK

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 of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Marie Lincoln Tisdale *Plaintiff, and* Billy Joe Tisdale *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* 7th *day of* ~~April~~ *in the year one thousand nine hundred and* Seventy-seven *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Hacker, *D. C.*

Form #GR-117

File Watkins / Adams