BOOK 5152 PAGE 790

6-24-75
1370/1397

SHIRLEY JOANN CANNON BLACKWELL] IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

VS.] JUNE 24th, 1975.

NO. 77817

CHARLES LEDGER BLACKWELL] MINUTE B OOK 137-C, PAGE 1397

83-12
104 Pw

D E C R E E

This cause came on to be heard before the Honorable J. William Rutherford, Judge of the First Circuit Court of Davidson County, Tennessee, on Wednesday, June 18, 1975, upon the original bill filed by the plaintiff and the answer of the defendant thereto. From the pleadings in said cause, the oral testimony heard in open court of the plaintiff and her supporting witnesses, the statement of counsel, and from the entire record in the cause, the Court was of the opinion that the allegations of the original bill were fully sustained by the evidence, that is, that the defendant, Charles Ledger Blackwell, has been guilty of such cruel and inhuman treatment and conduct towards the plaintiff, Shirley Joann Cannon Blackwell, as renders further cohabitation unsafe and improper.

misc 10.00 10.00

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore subsisting between the plaintiff, Shirley Joann Cannon Blackwell, and the defendant, Charles Ledger Blackwell, be and the same are hereby forever and perpetually dissolved. The said Shirley Joann Cannon Blackwell is hereby decreed an absolute divorce from the defendant, Charles Ledger Blackwell, and she is further restored to all the rights and privileges of an unmarried person.

The Court was of the further opinion that the plaintiff mother is the proper person to have the custody and control of the minor children of the parties, and it is accordingly ORDERED, ADJUDGED and DECREED that the principal custody and control of

the minor children, Sonja Marie and Alan Ledger, be and the same is hereby committed and decreed to the mother, Shirley Joann Cannon Blackwell, with the right to the defendant father for reasonable visitation rights.

It is further ORDERED, ADJUDGED and DECREED by the Court that all of the right, title and interest in and to the real estate heretofore occupied by the parties as the home, and now occupied by the plaintiff, located at 2424 Eastland Avenue, in Davidson County, Tennessee, and heretofore owned by the parties as tenants by the entirety, and more particularly described as follows:

> "Land in Davidson County, Tennessee, being Lot No. 205 on the plan of Eastland Acres, Section IV, as of record in Book 2331, p. 94 Register's Office for Davidson County, Tennessee.
>
> "Said Lot No. 205 fronts 100 feet on the southerly side of Eastland Ave. and runs back 281 feet on westerly line and 310 feet on the easterly line to a dead line in the rear on which it measures 103 feet.
>
> "Being the same property conveyed to Charles L. Blackwell and wife Shirley C. Blackwell by Warranty Deed from James S. Jones and Charles R. Land dated 6-18-58 of record in Book 2753, p. 81, Register's Office for Davidson County, Tennessee."

now vested in the defendant, Charles Ledger Blackwell, is hereby divested out of the defendant, Charles Ledger Blackwell, and the title to said real estate is vested in Shirley Joann Cannon Blackwell in fee simple, subject to any encumbrances on said property as of the date of this decree, which the plaintiff assumes.

It is further ORDERED, ADJUDGED and DECREED by the Court that all of the right, title and interest in and to all of the household furnishings, personal effects, and all personal property now located in the home at 2424 Eastland Avenue, now vested in the

defendant is hereby divested out of the defendant, and the title to all said personal property is vested in the said Shirley Joann Cannon Blackwell as her sole and separate property.

It is further ORDERED, ADJUDGED and DECREED by the Court that the Chevrolet Monte Carlo 1974 automobile, and the 1971 Pontiac Grand Prix automobile now in the possession of the plaintiff and her daughter is hereby decreed to the said Shirley Joann Cannon Blackwell and the defendant is directed to sign all documents necessary to vest the title to these automobiles in the plaintiff, free and unencumbered.

It is further ORDERED, ADJUDGED and DECREED by the Court that as a full, final and complete settlement of any and all claims which Shirley Joann Cannon Blackwell shall have against the said Charles Ledger Blackwell as a result of their marriage, and for and in consideration of her relinquishing her claims to any other properties in which she has any interest as a result of the marriage, that the said defendant, Charles Ledger Blackwell, pay to the said Shirley Joann Cannon Blackwell the sum of $1,000.00 per month, payable on the first of each month hereafter, following the date of the entry of this decree. Of these $1,000.00 payments, $200.00 of the same will be considered as support and maintenance for the minor son, Alan Blackwell, and $800.00 will be for the support and maintenance of the plaintiff, until the said minor son, Alan Blackwell, reaches his eighteenth birthday, at which time the entire $1,000.00 per month thereafter will be considered as alimony and a marital estate settlement for the said Shirley Joann Cannon Blackwell. This is by agreement of the parties, and by further agreement of the parties, it is further ORDERED, ADJUDGED and DECREED by the Court that the

following life insurance policies now in existence upon the life of the defendant, Charles Ledger Blackwell, to wit:

(a) Alexander Hamilton Life - $10,000.00 face value policy on the life of Charles L. Blackwell.

(b) Metropolitan Family Policy - $5,000.00 face value policy on Charles Ledger Blackwell, and Shirley and Alan Blackwell.

(c) Prudential Hospitalization and Life - $4,000.00 face value policy on life of Charles Ledger Blackwell.

will continue to name or will name Shirley Joann Cannon Blackwell the sole beneficiary of the same, and that the said defendant, Charles Ledger Blackwell is directed to pay all premiums due on said policies promptly as they are due, so as to keep the policies in full force and effect, so long as the said Shirley Joann Cannon Blackwell remains unmarried.

It is further ORDERED, ADJUDGED AND DECREED by the Court that in the consideration of the above, that the said Shirley Joann Cannon Blackwell hereby releases the said Charles Ledger Blackwell from any further claims as a result of their marriage, and any right, title and interest which she, the plaintiff, may have in any other property of any description, now owned by the parties is hereby divested out of her, and the title to the same vested in the defendant, Charles Ledger Blackwell as his sole and separate estate, and that the defendant, Charles Ledger Blackwell, reserves the right to claim the minor son, Alan Blackwell, as his dependent for Federal income tax purposes until the said Alan Blackwell attains the age of eighteen years.

Both parties will execute and sign all documents necessary to effect their property agreement as has been ratified by the Court and included and decreed in this order.

It is further ORDERED, ADJUDGED and DECREED by the Court that the defendant, Charles Ledger Blackwell, pay to Jack Norman, solicitor of record for the plaintiff, the sum of $1,650.00 as a reasonable attorney fee for professional services rendered the plaintiff in this cause, for which execution may issue, if necessary.

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

Entered this 24 day of June, 1975.

JUDGE

APPROVED FOR ENTRY:

Jack Norman, Attorney for Plaintiff

Richard Jones, Attorney for Defendant

IDENTIF. REFERENCE
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FELIX DAVIDSON COUNTY, TENN. REGISTER

I, Jack Norman, certify that I have mailed a copy of this Decree to Mr. Richard Jones, attorney for defendant, at his office, Third National Bank Building, Nashville, Tennessee, this 20th day of June, 1975.

Jack Norman, Attorney

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* copy of decree ~~transcript of the record and proceedings~~ *had in said Court in the case heretofore prosecuted and determined therein, between* Shirley Joann Cannon Blackwell, *Plaintiff, and* Charles Ledger Blackwell, *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* 27th *day of* May *in the year one thousand nine hundred and* seventy-five *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Mildred Carter, *D. C.*

Form #GR-117