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5-19-77

IN THE THIRD CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

43-6
5 pw

DONNA SUE CRAIG ]

-vs- ] NO. 86245

WILLIAM RONALD CRAIG ]

FINAL DECREE

This cause came on to be heard on the 16th day of May, 1977 before the Honorable Joe C. Loser, Jr., Judge, upon the petition for absolute divorce filed by complainant, personal service of process upon the defendant, default judgment being duly entered, testimony of complainant and her two corroborative witnesses, submission to the Court of property settlement agreement for approval, statement of counsel in open court and from the entire record in this cause. From all of which it appears to the Court that the defendant has been guilty of such cruel and inhuman treatment or conduct toward complainant as renders further cohabitation unsafe and improper. It is therefore

ORDERED AND ADJUDGED that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved and the complainant, Donna Sue Craig, is awarded an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED AND ADJUDGED that the property settlement agreement heretofore executed by and between the parties and tendered to the Court is hereby approved in all respects and made a part of this Decree, by inclusion, as follows:

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Circuit Court of Davidson County, Tennessee, a petition for absolute divorce filed by DONNA SUE CRAIG, hereinafter referred to as Wife, against WILLIAM RONALD CRAIG, hereinafter referred to as Husband, under Docket No. 86245, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a property settlement agreement and submit same to the Court for approval in the event a decree of divorce is granted in this cause, and

WHEREAS, these parties have each been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of $1.00 cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do agree as follows:

(1) Wife will proceed to trial to obtain an absolute divorce on a non-contested basis.

(2) The absolute care, custody and control of the minor daughter of the parties, to-wit: Kimberly Michelle Craig, will be awarded to the Wife, with the right of reasonable visitation, at reasonable times and places, reserved to the Husband.

(3) All right, title and interest which the Husband has in and to the house and lot of the parties located at 621 Roosevelt Drive, Madison, Davidson County, Tennessee, shall be divested out of him and the fee simple absolute ownership of said property shall be awarded to the Wife, it being her responsibility to pay the balance of mortgage indebtedness thereon and hold Husband harmless. In lieu of Husband's equitable interest in said home, the Husband shall be awarded a judgment lien in the amount of $1,000.00 which shall be a lien against the aforementioned property, but shall be unenforceable until such time as the home is sold, or Wife remarries, whichever is the first event

to occur. Husband's parents, Mr. and Mrs. William E. Craig, Jr., shall have an additional lien against the real property in the amount of $1,000.00, but their lien shall be unenforceable until such time as the home is sold, or wife remarries, whichever is the first event to occur.

(4) The 1977 Buick Skylark automobile shall be awarded as the exclusive property of the Wife, it being her responsibility to pay the balance of the mortgage indebtedness thereon.

(5) The 1970 Corvette automobile shall be the exclusive property of the Husband, it being his responsibility to pay the balance of mortgage indebtedness thereon and hold Wife harmless from any liability on said obligation.

(6) Husband agrees to maintain in full force and effect hospital and medical insurance coverage for the benefit of the minor child of the parties until such time as the child attains the age of eighteen (18) years.

(7) In addition to maintaining hospitalization insurance, Husband agrees to pay any and all extraordinary hospital, doctor, medical or dental expenses for the benefit of the minor child until such time as she attains the age of eighteen (18) years. The term "extraordinary" does not include regular checkups, or routine dental hygiene. It would include any single medical expense amounting to more than $100.00, or braces or orthodontal treatment.

(8) Husband acknowledges that he presently has life insurance policy with Liberty National Insurance Company, being policy number 1 176 252 in the face amount of $ 10,000.00, and acknowledges that he shall designate Wife and the minor child as the irrevocable beneficiaries of said policy. He further acknowledges that he has an insurance policy on his life with

New York Life Insurance Company, being policy number _____ in the amount of $ 24,000.00 _____, and he agrees to designate the minor child of the parties as the irrevocable beneficiary of this policy until she attains the age of eighteen (18) years.

(9) Husband agrees to pay the sum of $150.00 per month as child support, said payments to be made directly to the wife in two installments of $75.00 each on the seventh and twenty-second days of each month.

(10) Husband agrees to accept responsibility for the following obligations: Zales Jewelers; the amount of $200.00 on the Cain Sloan account; and the furniture note in the approximate amount of $1,000.00. Husband further agrees to pay the balance due on his 1970 Corvette, which account is due and payable to the Federal Employees Courthouse Credit Union and further agrees that he will have this obligation refinanced or taken out of Wife's name in order that her further credit status will not be impaired.

(11) Wife agrees to accept full responsibility for the following obligations: a personal loan at the Federal Employees Credit Union and the remaining amount due on the Cain Sloan bill over and above the amount heretofore assumed by Husband.

(12) All of the household furniture, furnishings and appliances will be awarded as the exclusive property of the Wife.

(13) Wife will be allowed to claim the minor child of the parties as an exemption for federal income tax purposes, it being conclusively presumed that she is contributing more than fifty (50%) per cent for the support of the said minor child.

(14) Wife hereby waives any and all further claims for alimony, both in solido and in futuro, other than as is contained in this Agreement.

Both parties agree to sign any and all documents, deeds, titles or instruments necessary to carry out the full purpose and intent of this agreement. Both parties acknowledge that they have

read this agreement in its entirety prior to the signing thereof, and that they have signed same voluntarily.

WITNESS OUR HANDS, this 21 day of April, 1977 as to Wife, and the 21 day of April, 1977 as to Husband.

Donna Sue Craig
WIFE

William R. Craig
HUSBAND

Robert L. Durham
SOLICITOR FOR WIFE

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named DONNA SUE CRAIG, the bargainor, with whom I am personally acquainted, and who made oath that she executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, and official seal at Nashville, Tennessee, this 21st day of April, 1977.

Ann Williams
NOTARY PUBLIC

My C. E. 7-27-77

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named WILLIAM RONALD CRAIG, the bargainor, with whom I am personally acquainted and who made oath that he executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, and official seal at Nashville, Tennessee, this 21st day of April, 1977.

Ann Williams
NOTARY PUBLIC

My C. E. 7-27-77

It is further ORDERED AND ADJUDGED that all right, title and interest which the defendant has in and to the house and lot of the parties, more particularly described as follows:

Being Lot No. 78 on the Plan of Madison Park, Section II, as of record in Book 3106, page 141, RODC, Tennessee.

Said Lot No. 78 fronts 70 ft. on the northerly margin of Roosevelt Drive; thence from said point and running northerly 135 ft. on the common line between Lots Nos. 77 and 78 to a point; thence again from said margin on Roosevelt Drive, running northerly 139.13 ft. on the common line between Lots Nos. 78 and 79 to a point on which it measures 86.94 ft.

Being the same property conveyed to William Ronald Craig and wife, Donna Sue Craig, by deed from Cumberland Builders, Inc., of record in Book 4561, page 384, RODC, Tennessee.

is divested out of him and the sole and exclusive ownership of said real property is vested in complainant, Donna Sue Craig, it being her responsibility to pay the balance of mortgage indebtedness thereon and hold the defendant harmless and indemnify him from any liability thereon. In lieu of defendant's equitable interest in said real property, the defendant is awarded a judgment lien in the amount of $1,000.00 which shall be a lien against the aforementioned real property, but shall be unenforceable until such time as the home is sold, or the complainant remarries, whichever is the first event to occur. In addition thereto, the defendant's parents, Mr. and Mrs. William E. Craig, Jr., shall have a judgment lien against said real property in the amount of $1,000.00, which shall be unenforceable until such time as the home is sold or the complainant remarries, whichever is the first event to occur.

It is further ORDERED AND ADJUDGED that complainant's solicitor of record, Robert L. Jackson, shall have and recover of the defendant an attorney fee in the amount of $250.00, along with the costs of this cause, for all of which execution may issue, if necessary.

/s/ Joe C. Loser
JUDGE

APPROVED:

/s/ Robert Jackson
Attorney for Complainant

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IDENTIF. REFERENCE

JUN 17 2 10 PM '77

REGISTER
DAVIDSON COUNTY, TENN.

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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* true copy ~~xxxxxxxxxxxx~~*pt of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Donna Sue Craig *Plaintiff, and* William Ronald Craig *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* 17th *day of* June *in the year one thousand nine hundred and* Seventy-Seventh *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

*By* _____, *D. C.*

Form #GR-117