L# 553,643-1 (Closing Dept.)
RETURN TO HOME FEDERAL

BOOK 5209 PAGE 99

IN THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE

BERTICE MARIE BILBREY (JACKSON) WILSON]
]
]
VS.] No. 66080
]
]
LLOYD ARTHUR WILSON]

FINAL DECREE

This cause came on to be heard in the Probate Court of Davidson County, Tennessee, on Monday, January 29, 1973, upon the original bill filed by the plaintiff, the answer and cross-bill of the defendant and the answer to this cross-bill. From the pleadings in said cause, the oral testimony of the plaintiff and her supporting witnesses, the statement of counsel for the respective parties and from the entire record the Court was of the opinion that the allegations of the original bill were fully sustained by the evidence. That is that the defendant, Lloyd Arthur Wilson, has been guilty of such cruel and inhuman conduct and treatment of the plaintiff, Bertice Marie Bilbrey (Jackson) Wilson, as makes it unsafe and improper for her to further cohabit with him.

The Court was of the further opinion that the allegations of the cross-bill were not sustained by the ev dence and the cross-bill is dismissed and the original bill is sustained.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore existing between the plaintiff and the defendant, be and the same are hereby forever and perpetually dissolved and the plaintiff; Bertice Marie Bilbrey (Jackson) Wilson, is hereby decreed an absolute divorce from the defendant, Lloyd Arthur Wilson, 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 all of the right, title and interest in and to the following real estate located in Davidson County, Tennessee, the same being the former home of the parties and which is now occupied by the plaintiff and located at 2223 Lebanon Road in Davidson County, Tennessee, and which is presently owned by the parties as tenants by the entirety, a more particular description is as follows:

> Being Lot No. 26 on the Plan of Craigmeade Subdivision as of record in Book 2900, page 121, Register's Office for Davidson County, Tennessee and described as follows:
>
> Beginning at a point in the westerly margin of Craigmeade Drive, the same being a common corner of Lots 26 and 27; thence with the dividing line between said Lots No. 26 and 27 westwardly 240.9 feet to a point; thence with the dividing line between Lots 25 and 26 northwardly 151.6 feet to a monument in the southerly margin of Lebanon Road; thence with the southerly margin of Lebanon Road eastwardly 72 feet to a monument; thence continuing with the southerly margin of Lebanon Road eastwardly 115.1 feet to a monument; thence to the right around a curve 39.27 feet to a monument in the westerly margin of Craigmeade Drive; southwardly 37.9 feet to a monument; thence continuing with the westerly margin of Craigmeade Drive southwardly 166.3 feet to the point of beginning.
>
> Being the same property conveyed to Lloyd A. Wilson and wife, Bertice Jackson Wilson, as of record in Book 3253, page 611, Register's Office for Davidson County, Tennessee.

— Now vested in the defendant, Lloyd Arthur Wilson, be and the same is hereby divested out of the said Lloyd Arthur Wilson and the title to said property vested in Bertice Marie Bilbrey (Jackson) Wilson in fee simple subject to the encumbrance represented by a first and second mortgage which now exists on said property which will be assumed by the said Bertice Marie Bilbrey (Jackson) Wilson.

It is further ORDERED, ADJUDGED and DECREED by the Court that all of the right, title and interest in and to the household furnishings, appliances, linens, silver and glassware, draperies, rugs, china, utensils and other personal effects now

located in the said home of the parties where the plaintiff is now living, now vested in the defendant, Lloyd Arthur Wilson, here hereby divested out of the said Lloyd Arthur Wilson and the title to said personal property be vested in the plaintiff, Bertice Marie Bilbrey (Jackson) Wilson, absolutely.

It appearing to the Court that the parties have themselves reached an agreement with reference to a division of their marital estate and properties and with respect to alimony to be paid the plaintiff by the defendant, the Court has accepted and approved their agreement and it is, therefore, further ORDERED, ADJUDGED and DECREED by the Court as follows:

(a) The defendant, Lloyd Arthur Wilson, will pay to the complainant, Bertice Marie Bilbrey (Jackson) Wilson, the sum of $30,000.00. Said sum to be paid at the rate of $300.00 per month for five (5) years and $250.00 per month for the next four (4) years thereafter until the total of $30,000.00 has been paid at the expiration of nine (9) years next following the date of this decree. The payment of this $30,000.00 is to be income tax free for the plaintiff, Bertice Marie Bilbrey (Jackson) Wilson, and represents the transfer of a part of her interest in the marital estate. This amount will be taxable to the defendant, Lloyd Arthur Wilson.

By The further agreement of the parties and as a part of the entire settlement agreement, it is further ORDERED, ADJUDGED and DECREED by the Court that the defendant, Lloyd Arthur Wilson, pay to the plaintiff, Bertice Marie Bilbrey (Jackson) Wilson, an additional $30,000.00 likewise payable at $300.00 per month for the next five (5) years and $250.00 per month for the next four (4) years so that at the expiration of nine (9) years the defendant will have paid the plaintiff this additional $30,000.00. These monthly amounts will be income to the plaintiff, Bertice;

Marie Bilbrey (Jackson) Wilson, upon which she will pay the income tax due and the defendant, Lloyd Arthur Wilson, will be entitled to a deduction to this extent. In total the defendant, Lloyd Arthur Wilson, will pay to the plaintiff, Bertice Marie Bilbrey (Jackson) Wilson, the sum of $600.00 per month for five years immediately following the date of this decree and $500.00 per month for the four (4) years immediately following the conclusion of the $600.00 payments, or until the total of $60,000.00 has been paid.

In consideration of the above payments by the defendant, to the plaintiff, the plaintiff will have no further interest in or claim to the business formerly operated by the parties, being now operated by the defendant and known as Wilson's Clinical Laboratory or any other properties of any kind owned by the defendant nor will she have any further claims of any kind against him by reason of her participation in their marital estate.

The defendant, Lloyd Arthur Wilson, will sign all papers necessary to establish the title of the Buick automobile now in the possession of the plaintiff as her sole and separate property.

Both parties are hereby ORDERED and DIRECTED to sign all papers or legal documents necessary to transfer any and all property as directed by this decree and to carry out the directions of this decree.

It is further ORDERED, ADJUDGED and DECREED by the Court that the defendant, Lloyd Arthur Wilson, pay to Jack Norman, Attorney, for professional services rendered to plaintiff in this cause, the sum of $3,500.00 for which execution may issue, if necessary,

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

This 29th day of January, 1973.

Shelton Lala
JUDGE, Probate Court of Davidson County, Tennessee

APPROVED FOR ENTRY:

OCT 14 MISC 10.00 * 10.00

Bertice Marie Bilbrey (Jackson) Wilson
Plaintiff

Lloyd Arthur Wilson
Defendant

Attorney for Plaintiff

Attorney for Defendant

FILED
OCT 14 3 27 PM '77
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

IDENTIF. REFERENCE

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* Bertice Marie Bilbrey (Jackson) Wilson *Plaintiff, and* Lloyd Arthur Wilson *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* 11th. *day of* October *in the year one thousand nine hundred and* seventy-seven *and in the* 202nd. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Jane Smith, *D. C.*

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