Map 59-11
Par. 130

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7-1-77 1420/1671

ISHAM LEROY STAFFORD] IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

VS.]

NO. 86057

GAIL PATRICIA STAFFORD]

D E C R E E

This cause came on to be heard on this the 27th day of June, 1977, before the Honorable J. William Rutherford, Judge, Division I, Circuit Court of Davidson County, Tennessee, upon the original petition of Isham Leroy Stafford, and upon the cross-petition of Gail Patricia Stafford. Following the testimony of the parties, their corroborating witnesses, statement of counsel, and a review of the entire record in this cause, the Court is of the opinion that the original plaintiff did fail to sustain his grounds for divorce set forth in his original petition.

It is therefore ORDERED, ADJUDGED and DECREED that the original petition of Isham Leroy Stafford be and the same is hereby dismissed.

The Court further found that the cross-petitioner, Gail Patricia Stafford, did sustain the grounds of divorce alleged in her petition, that is, that the cross-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 cross-plaintiff, Gail Patricia Stafford, is awarded an absolute divorce from the cross-defendant, Isham Leroy Stafford, and the bonds of matrimony heretofore existing between the parties, are forever and perpetually dissolved. Cross-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, to wit, Darrin Keith, is vested in the cross-plaintiff, with the right and privilege of the cross-defendant to see and visit said child at all reasonable times and places. As support for said aforementioned child, the cross-defendant will pay to cross-plaintiff the sum of $37.50 per week, payable directly to cross-plaintiff by check or money order, and payable on or before Monday of each week subsequent to the entry of this decree.

As alimony in solido, all of cross-defendant's right, title and interest in and to certain real property located at 3862 Dubois Drive, and formerly vested in the parties as tenants by the entirety, and more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 437, on the plan of Haynes Manor Section 3, of record in Plan Book 4175, page 11, Register's Office for said County.
>
> SAID Lot No. 437, fronts 69.00 feet on the easterly margin of DuBois Drive and extends back 110.0 feet on the northerly line and 146.8 feet on the southerly line to a broken line in the rear, measuring 117.3 feet thereon.
>
> BEING the same property conveyed to Isham Leroy Stafford and wife, Gail Patricia Stafford, by deed from James R. Tucker and wife, Ann Tucker, of record in Book 4873, page 844, Register's Office, Davidson County, Tennessee.

shall be divested out of cross-defendant and said property shall hereinafter become the absolute property of cross-plaintiff, Gail Patricia Stafford. Cross-plaintiff, Gail Patricia Stafford, will hereinafter hold cross-defendant harmless from any mortgage indebtedness now existing on said property, with the exception of the fact that the cross-defendant will pay the property payments which are now past due for the months of May and June, 1977. Commencing with the month of July, 1977, and thereafter, the payments shall be the responsibility of the cross-plaintiff.

All of cross-defendant's right, title and interest in and to the household furnishings, fixtures, appliances, etc., shall be divested from the cross-defendant and awarded absolutely to cross-plaintiff, with the exception of the following items; which shall hereinafter become the property of the cross-defendant:

(1) A gold lamp.
(2) A stereo entertainment set and albums.
(3) A red leather chair.
(4) A black leather living room suite, consisting of loveseat, chair and sofa.
(5) Red vase.
(6) The Sears T.V. set.

The automobile now in the possession of the cross-plaintiff and titled in the name of the cross-plaintiff shall hereinafter become the sole property of the cross-plaintiff. It shall be the responsibility of the cross-plaintiff to meet the mortgage payments on said automobile, and hold cross-defendant harmless from any further responsibility therefor.

Cross-defendant shall pay to Jack Norman, Jr., Attorney for cross-plaintiff, the sum of $500.00 as his fee for services rendered cross-plaintiff in this cause.

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

Entered this 1 day of ~~June~~ July, 1977.

JUDGE

APPROVED FOR ENTRY:

Jack Norman, Jr., Attorney for Cross-Plaintiff

I certify that I have mailed a copy of this Decree to Mr. Hugh C. Gracey, Jr., attorney for cross-defendant, 500 Court Square Building, 300 James Robertson Parkway, Nashville, Tennessee 37201, this 30th day of June, 1977.

Attorney

E 33067

IDENTIF. REFERENCE

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FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

OCT 26 MISC B* 8.00 * 8.00

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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* Dahan Leroy Stafford *Plaintiff, and* Gail Patricia Stafford *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* 25th *day of* Oct *in the year one thousand nine hundred and* 77 *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Louise Bates, *D. C.*

Form #CR 117