IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

To be Assigned

VIRGINIA SUE MARABLE McDOW)
)
VS.) NO. 87769
)
ROBERT SIMPSON McDOW, III)
DEC-5F MISC) B* 8.00 * 8.00

FINAL JUDGMENT

This cause came on to be heard before the Honorable Benson Trimble, Judge, Division IV, Circuit Court of Davidson County, Tennessee, on the 1st day of November, 1977, upon the original bill of the plaintiff, answer and cross-bill, and the answer to the cross-bill. From the testimony of the parties, their corroborating witnesses, statement of counsel, and from the entire record of this cause, the Court is of the opinion that the plaintiff did successfully sustain her grounds for divorce, that is, that the defendant has been guilty of such cruel and inhuman treatment towards the plaintiff as renders further cohabitation between the parties unsafe and improper.

It is, therefore, ORDERED, ADJUDGED and DECREED that the plaintiff, Virginia Sue Marable McDow, is awarded an absolute divorce from the defendant, Robert Simpson McDow, III, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved, and plaintiff is restored to all the rights and privileges of an unmarried person. The cross-bill of the defendant is dismissed.

It is further ORDERED, ADJUDGED and DECREED that the absolute care, custody and control of the minor child of the parties is vested in the plaintiff, with the right of the defendant to see and visit said minor child at reasonable times and places. As support for said aforementioned minor child, the defendant will pay to the plaintiff the sum of $200.00 per month, payable directly by check on or before the fifth (5th) day of each month, and for that particular month, and with the first payment being due on or before the 5th day of November, 1977, and continuing until said minor child reaches the age of eighteen (18) years old. In addition, thereto, the defendant shall continue to maintain in full force and effect hospital and

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in this
ment Unsatisfactory When Received.

medical insurance in regard to said aforementioned minor child. The minor child will be considered a dependant of the defendant for income tax purposes.

It is further ORDERED, ADJUDGED and DECREED that as alimony in futuro, the defendant will pay to the plaintiff the sum of $400.00 per month, payable for a period of two calendar years, or until the death or remarriage of the plaintiff, whichever comes first, with the payments to be made in the same fashion as the child support payments as set forth in the above paragraph. Said payments shall terminate at the expiration of two calendar years. Said payments shall be tax deductable to the defendant and taxable to the plaintiff, and begin on November 1, 1977.

It is further ORDERED, ADJUDGED and DECREED and understood by and between the parties that it is contemplated that it will be necessary for plaintiff to seek employment and to earn additional income over and above the alimony payments as herein provided for, and that said employment or additional income of the plaintiff shall not be considered as a "change of circumstances" that would justify a reduction in said aforementioned payments prior to the expiration of the two calendar years.

It is further ORDERED, ADJUDGED and DECREED that as alimony in solido, all of defendant's right, title and interest in and to the homeplace of the parties located at 7452 Harness Drive as is now vested in the defendant shall be divested from the defendant and awarded absolutely to the plaintiff. Said property is more particularly described as follows:

> Being lot No. 254 on the Plan of Cross Timbers, Section V, as of record in book 4175, page 115, Register's Office for Davidson County, Tennessee, described as follow:
>
> Said lot No. 254 fronts 85.0 feet on the northerly side of Harness Drive and runs back between parallel lines 177.0 feet on the westerly line and 176.9 feet on the easterly line to a dead line in the rear on which it measures 85.00 feet.
>
> Being the same property conveyed to Robert Simpson McDow, III and wife, Virginia Sue McDow, by deed from James E. Patterson and wife, Evelyn Patterson, of record in Book 4624, page 508, Register's Office, Davidson County, Tennessee.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

The plaintiff shall assume the payment of the monthly mortgage payments in regard to said aforementioned property, commencing with the November, 1977, mortgage payment. A lien is declared in favor of the defendant and against said property in the amount of $6,500.00. Said lien, however, is not subject to enforcement by the defendant until the expiration of eight calendar years from the date of entry of this decree, or until the death or remarriage of the plaintiff, whichever event occurs first.

With the exception of the items of personal property that he now has in his possession, and in addition thereto, a black and white television set, a couch, and one-half of the existing phonograph records, all of the remaining personal property located in said aforementioned real property as described above, is divested out of the defendant and is awarded to the plaintiff free and clear of any further claim by the defendant. The television set, the couch and the phonograph records shall hereinafter become the absolute property of the defendant.

As additional alimony in solido, the plaintiff is awarded the Thunderbird automobile that she now has in her possession, and it is further ORDERED, ADJUDGED and DECREED that the defendant shall be responsible for the payment of the encumbrance against said automobile in the approximate amount of $2,000.00, it being the intention of the Court to award said automobile to the plaintiff free and clear from any encumbrance. The defendant shall execute such documents as may be necessary to transfer the title of the automobile into the name of the plaintiff, either at the present time or at the time that the present encumbrance is eradicated.

It is further ORDERED, ADJUDGED and DECREED that the defendant shall assume the responsibility for the payment of certain indebtedness as set forth in a letter under date of July 1, 1977, and as follows:

(1) The mortgage indebtedness on the plaintiff's car;
(2) The charge account at Sullivan's Department Store;
(3) The Casual Corner charge account;
(4) The existing indebtedness to Bank Americard;
(5) The Castner-Knott charge account.

It is further ORDERED, ADJUDGED, and DECREED that the defendant shall be held harmless from any liability whatsoever on any further indebtedness as listed above.

It is further ORDERED, ADJUDGED and DECREED that the defendant shall be held harmless from any liability whatsoever on any educational loans and notes he has signed as co-maker or surety with the plaintiff. Further, the plaintiff hereby indemnifies the defendant for any loss or expense caused to the defendant by the plaintiff's failure to pay said educational loans.

It is further ORDERED, ADJUDGED and DECREED that as additional alimony, the defendant shall pay to Jack Norman, Jr., solicitor for the plaintiff, the sum of $750.00 for services rendered plaintiff in this cause.

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

Entered this ___ day of November, 1977.

S/ Benson Trimble
JUDGE

APPROVED FOR ENTRY:

S/ Jack Norman Jr.
Jack Norman, Jr., Attorney for Plaintiff

S/ Alan DeBusk
Alan C. DeBusk, Attorney for Defendant

S/ E. Covington Johnston, Jr.
E. Covington Johnston, Jr., Attorney for Defendant

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.
DEC 5 11 45 AM '77
IDENTIF. REFERENCE
E 40028

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* VIRGINIA SUE MARABLE MCDOW *Plaintiff, and* ROBERT SIMPSON MCDOW, III *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* 5th. *day of* December *in the year one thousand nine hundred and* seventy-seven *and in the* 202nd. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By June Smith, *D. C.*

Form #GR-117 MINUTE BOOK 106C PAGE 1801