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Map. 34-2
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IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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MARTHA RUMBLE PARIS THOMPSON,
Plaintiff

-vs-

NO. 8 6 9 1 6

GEORGE ROBERT THOMPSON,
Defendant

FINAL JUDGMENT AND DECREE

This cause came on for hearing and trial before the Honorable James M. Swiggart, Judge, on October 3, 1977, upon the issues of absolute divorce, child custody, alimony and child support and property settlement. Immediately prior to the trial of this case, a property settlement agreement was reached by the parties and this agreement was presented to the Court for the Court's approval. The essence of this property settlement agreement is set forth substantially as follows:

PROPERTY SETTLEMENT

This agreement is made and entered into on this the 3rd day of October, 1977, by and between Martha Rumble Paris Thompson, plaintiff, hereinafter referred to as MRS. THOMPSON, and George Robert Thompson, defendant, hereinafter referred to as MR. THOMPSON, both of whom are residents of Davidson County, Tennessee:

W i t n e s s e t h:

WHEREAS, the parties hereto are husband and wife and they have encountered marital difficulties which are apparently irreconcilable; and,

WHEREAS, there is now pending an action for absolute divorce between the parties in the court of Davidson County, Tennessee:

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. MRS. THOMPSON is to have the exclusive custody and control of the two minor children of the parties, George Randall Thompson and Gary Ronald Thompson, and MR. THOMPSON is to have reasonable visitation privileges with said minor children at reasonable times and places.

2. MR. THOMPSON agrees to pay to MRS. THOMPSON the sum of $200.00 per month as child support for a period of time beginning with October 15, 1977, and ending on December 15, 1983, at which time the youngest child of the parties, Gary Ronald Thompson, will have reached the age of 18 years. The first of these child support payments is to be made on October 15, 1977, and the subsequent payments are to

be made monthly thereafter on the 15th day of each and every month through and including the last payment which is to be made on December 15, 1983.

3. MR. THOMPSON agrees to pay to MRS. THOMPSON the sum of $300.00 per month as alimony in futuro for a period of time beginning with October 15, 1977, and ending on December 15, 1983, with the first payment being made on October 15, 1977, and the subsequent payments being made monthly thereafter on the 15th day of each and every month through and including the last payment which is to be made on December 15, 1983.

4. MR. THOMPSON agrees to maintain and continue for the benefit of George Randall Thompson and Gary Ronald Thompson the existing or equivalent medical health and hospitalization insurance coverage now being provided for George Randall Thompson and Gary Ronald Thompson for so long as George Randall Thompson or Gary Ronald Thompson is eligible for a family medical health and hospitalization insurance coverage.

5. As further child support MR. THOMPSON agrees to transfer to MRS. THOMPSON the life insurance policies insuring the lives of the children of the parties, George Randall Thompson and Gary Ronald Thompson.

6. In consideration of the release of MRS. THOMPSON'S marital rights, MR. THOMPSON agrees as follows:

(A) That the house and property of the parties located at 102 Shepherd Hills Drive, Madison, Davidson County, Tennessee, will become the property of MRS. THOMPSON alone in fee simple absolute, with MRS. THOMPSON to be responsible for the existing mortgage on the property.

(B) That all of the household furnishings, furniture, fixtures and appliances located at the home of the parties at 102 Shepherd Hills Drive, Madison, Davidson County, Tennessee, will become the property of MRS. THOMPSON alone in fee simple absolute; provided, however, that the television set which was given to MR. THOMPSON by his mother and the piano and the old J. C. Penney cash register and his personal clothing items belong to MR. THOMPSON alone and they shall remain his property after the divorce.

(C) That the 1967 four-door Chrysler Newport automobile which belongs to MR. THOMPSON is to become the property of MRS. THOMPSON alone in fee simple absolute.

7. The parties own many tools and pieces of equipment and the parties agree that the following tools and equipment shall belong to MR. THOMPSON alone: one electric hedgeclipper, one weedeater, one extension ladder, two rakes, one shovel, one power push lawnmower, and all of the hands tools which MR. THOMPSON purchased during this marriage. The parties further agree that all of the rest of the tools and equipment shall belong to MRS. THOMPSON alone including, but not being limited to, all other lawnmowers, tractors, and hand tools. The parties further agree that if any questions should arise as to any item not herein mentioned, the parties will reach agreement as to the ownership of said items.

8. For purposes of identification, it is stated that the 1975 Chevrolet Monte Carlo automobile does and will continue to belong to MR. THOMPSON alone in fee simple absolute, and that the 1971 Ford Pinto automobile does and will continue to belong to MRS. THOMPSON alone in fee simple absolute.

9. For further purposes of identification, it is stated that MR. THOMPSON has savings accounts in his name alone, and that MR. THOMPSON has created savings account in his name and the names of each of the two children of the parties and that these savings accounts belong to and will continue to belong to MR. THOMPSON. It is further stated that MRS. THOMPSON has savings accounts and these savings

accounts belong to and will continue to belong to MRS. THOMPSON alone.

10. For further purposes of identification, it is stated that MR. THOMPSON owns certain life insurance policies on his life and that these policies belong to and will continue to belong to MR. THOMPSON alone.

11. For further purposes of identification, it is stated that MR. THOMPSON owns two motorcycles and that these motorcycles belong to and will continue to belong to MR. THOMPSON alone.

12. It is further agreed between the parties that the Court is to determine the amount of money which MR. THOMPSON is to pay to MRS. THOMPSON as fees for her attorneys of record, Rutherford, Crockett & Guenther.

It is understood and agreed between the parties that the parties intend that this agreement be incorporated in the final decree of divorce should the Court see fit to decree a divorce between the parties and approve this property settlement, this agreement being explicitly conditioned on court approval.

Nothing herein is intended nor should it be construed as infringing upon the prerogative of the Court having jurisdiction of this cause, the sole and only purpose of this agreement being the mutual desire of the parties to adjust certain rights between themselves.

The Court, having heard the testimony of the plaintiff and her witnesses and further having heard the arguments of respective counsel of the parties, is of the opinion that the defendant is guilty of cruel and inhuman treatment toward the plaintiff within the statutory requirements and, accordingly, that the plaintiff is entitled to an absolute divorce from the defendant; and further that the plaintiff should have the absolute custody and control of the two minor children of the parties and that the defendant shall pay to the plaintiff alimony and child support for these minor children as indicated in the property settlement agreement; and the Court further is of the opinion that the terms of the property settlement agreement entered into by the parties on October 3, 1977, should be approved by the Court and incorporated into the final decree in this cause. The Court further is of the opinion that the defendant should pay to the plaintiff the sum of $ 3,300.00 as fees for her attorneys of record in this case and further that the cross-bill filed by the defendant should be dismissed.

Wherefore, it is ORDERED, ADJUDGED and DECREED by the Court as follows:

1. The plaintiff, Martha Rumble Paris Thompson, is granted an absolute divorce from the defendant, George Robert Thompson, on the statutory grounds of cruel and inhuman treatment and the plaintiff is

restored to all the rights and privileges of an unmarried person.

2. The cross-bill filed by the defendant, George Robert Thompson, in this case is dismissed.

3. The plaintiff is granted the absolute custody and control of the two minor children of the parties, George Randall Thompson and Gary Ronald Thompson, and the defendant is granted reasonable visitation privileges with said minor children at reasonable times and places.

4. The defendant is ordered to pay to the plaintiff the sum of Three Hundred ($300.00) Dollars per month as alimony in futuro for a period of time beginning with October 15, 1977, and ending on December 15, 1983, with the first payment being due and payable on October 15, 1977, and the subsequent payments being made monthly thereafter on the 15th day of each and every month through and including the last payment which is to be made on December 15, 1983.

5. The defendant is ordered to pay to the plaintiff the sum of Two Hundred ($200.00) Dollars per month as child support for a period of time beginning with October 15, 1977, and ending on December 15, 1983, at which time the youngest child of the parties, Gary Ronald Thompson, will have reached the age of 18 years. The first of these child support payments is to be made on October 15, 1977, and the subsequent payments are to be made monthly thereafter on the 15th day of each and every month through and including the last payment which is to be made on December 15, 1983.

6. As further child support, the defendant is ordered to transfer to the plaintiff any and all life insurance policies on the lives of the two children of the parties and the defendant is ordered to sign any and all documentation necessary to effectuate said transfers to the plaintiff. The defendant is further ordered to maintain and continue for the benefit of the children of the parties, George Randall Thompson and Gary Ronald Thompson, the existing or equivalent medical health and hospitalization insurance coverage now being provided for George Randall Thompson and Gary Ronald Thompson, for so long as George Randall Thompson or Gary Ronald Thompson is eligible for a family medical health and hospitalization insurance coverage.

7. The property settlement agreement entered into by the parties

on October 3, 1977, the terms of which are set out above, is approved by the Court and the terms of said property settlement agreement are explicitly made a part of this decree of the Court.

Accordingly, all of the right, title and interest of the defendant in and to the house, buildings and property of the parties located at 102 Shepherd Hills Drive, Madison, Davidson County, Tennessee, hereinafter more specifically described, is divested out of the defendant, George Robert Thompson, and vested into the plaintiff, Martha Rumble Paris Thompson, in fee simple absolute. The defendant is to vacate the premises and the plaintiff will be responsible for the mortgage on this property when the defendant vacates these premises, with the defendant being responsible for all mortgage payments prior to the time when the defendant vacates the premises. This property is specifically described in Book 3347, page 447, of the Register's Office for Davidson County, Tennessee, as follows:

> "Land in Davidson County, Tennessee, being Lot No. 4, Shepard Hills Suvdivision, Section 1, as of record in Book 2331, page 46, Register's Office for said County.
>
> "Said Lot No. 4 fronts 123 feet on the southwesterly side of Shepard Hills Drive, and runs back between lines 235.63 feet on the northwesterly line and 286.3 feet on the southeasterly line to a dead line in the rear which measures 200 feet."
>
> Being the same real property conveyed to J. T. Murphree and wife, Winifred F. Murphree, by deed from M. B. Wiseman and wife, of record in Book 3131, page 344 of the Register's Office for Davidson County, Tennessee; and being the same property conveyed to George Robert Thompson and wife, Martha Dean, by deed from J. T. Murphree and wife, Winifred F. Murphree, of record in Book 3347, page 447, of the Register's Office for Davidson County, Tennessee.
>
> NOTE: Martha Dean Thompson and Martha Rumble Paris Thompson is one and the same person..

Further, pursuant to the property settlement, all of the right, title and interest of the defendant in and to the 1967 Chrysler Newport automobile is divested out of the defendant, George Robert Thompson, and vested into the plaintiff, Martha Rumble Paris Thompson, in fee simple absolute. The defendant is ordered to sign any and all documentation necessary to effectuate the transfer of title of this automobile.

Further, pursuant to the property settlement, all of the right, title and interest of the defendant in and to all of the household furnishings, furniture, fixtures and appliances and tools and equipment

located at the home of the parties at 102 Shepherd Hills Drive in Madison, Davidson County, Tennessee, is divested out of the defendant, George Robert Thompson, and vested into the plaintiff, Martha Rumble Paris Thompson, in fee simple absolute; provided, however, that the items listed in the property settlement agreement in these categories as being Mr. Thompson's and remaining with him shall remain with him as his property.

The identification paragraphs in the property settlement agreement are noted by the Court and approved.

8. The defendant is ordered to pay to the plaintiff the sum of $3,300.00 as fees for her attorneys of record in this cause, the law firm of Rutherford, Crockett & Guenther.

9. All costs of this cause are assessed against the defendant.

10. For all of the above, let execution issue if necessary.

ENTERED on this the 21st day of October, 1977.

JUDGE

APPROVED FOR ENTRY:

RUTHERFORD, CROCKETT & GUENTHER

By _____
Stephen M. Trautman
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I, STEPHEN M. TRAUTMAN, hereby certify that a true and correct copy of this final decree has been served upon Mr. Joe Binkley, Sr., attorney for the defendant, by placing a true and correct copy of said decree in the U. S. Mail addressed to Mr. Joe Binkley, Sr. with sufficient postage thereon to carry it to its destination, on this the 21st day of October, 1977.

STEPHEN M. TRAUTMAN

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IDENTIF. REFERENCE

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DEC 20 9 48 AM '77

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

DEC 20 MISC $ 14.00 * 14.00

MB 2113 / 854 86916 10-21-77.

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* Martha Rumble Sara Thompson *Plaintiff, and* George Robert Thompson *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* 20 *day of* December *in the year one thousand nine hundred and* 77 *and in the* 202nd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. C. Tyree, *D. C.*

Form #GR-117