Map 147-5
Par. 133
6D-31160

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SYLVIA ANN KIRBY FERGUSON ] IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

VS. ]

NO. 87118

CARL COUNCIL FERGUSON ]

10-27-77 10CB/TTS

D E C R E E

This cause came on to be heard on this the 11th day of October, 1977, before the Honorable Benson Trimble, Judge, Division IV, Circuit Court of Davidson County, Tennessee, upon pleadings heretofore filed. The answer having been withdrawn, the matter was considered by the Court on an uncontested basis. From the testimony of plaintiff, her 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 her as renders further cohabitation unsafe and improper.

It is, therefore, ORDERED, ADJUDGED and DECREED that the plaintiff, Sylvia Ann Kirby Ferguson, is awarded an absolute divorce from the defendant, Carl Council Ferguson, 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.

It is further ORDERED, ADJUDGED and decreed that the absolute care, custody and control of the minor children of the parties, Brett Lee and Christopher, shall be vested in plaintiff, with the right and privilege of the defendant to see and visit said aforementioned children at all reasonable times and places. As support for said aforementioned children, the defendant shall pay to plaintiff the sum of $250.00 per month, payable on or before the 15th day of each month, subsequent to the entry of this decree, and for that particular month. Payments shall be

made by appropriate check, in order that a record may be kept thereof. Any money already given plaintiff by the defendant for the month of October, 1977, shall be credited to the October payment. The defendant shall continue to keep in full force and effect hospitalization and medical insurance in respect to the minor children. The plaintiff will be responsible for the payment of routine doctor's bills less than $20.00 per month, but with the further understanding that any doctor's bills in excess of $20.00 per month, that the excess amount will be divided equally by plaintiff and defendant. The defendant shall continue to keep in full force and effect the current insurance policies on his life, with the children designated thereon as beneficiaries.

It is further ORDERED, ADJUDGED and DECREED that all of defendant's right, title and interest in and to certain real property located at 306 Randall Drive in Nashville, Tennessee, as is now vested in the defendant shall be divested out of defendant and awarded absolutely to plaintiff. Plaintiff, however, will assume the responsibility for the payment of any and all encumbrances against said aforementioned property, and shall hold defendant harmless from any further responsibility in regard thereto. Said property is more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 8 on the Plan of Crievewood Subdivision, as of record in Book 2331, page 99, Register's Office for said county.
>
> SAID Lot No. 8 fronts 90 feet on the northerly side of Randall Drive and runs back between lines, 167 feet on the easterly line and 189.4 feet on the westerly line to a dead line in the rear, on which it measures 92.7 feet.
>
> BEING the same property conveyed to Carl C. Ferguson and wife, Sylvia K. Ferguson, by deed from Lloyd B. Byron and wife, Helen H. Byron, of record in Book 4215, page 548, Register's Office for Davidson County, Tennessee.

In addition thereto, all of defendant's right, title and interest in and to the household furnishings located at said aforementioned real property shall be divested from defendant, and said personal property shall become the absolute property of the plaintiff, with the exception of the fact that the defendant will retain his personal clothing, sporting equipment, and tools.

All of defendant's right, title and interest in and to a 1971 Rambler station wagon is divested out of defendant and awarded absolutely to plaintiff. Defendant shall execute any and all documents necessary for the transfer of title of said vehicle to the plaintiff. All of plaintiff's interest in and to a 1976 Chevrolet van is divested from plaintiff and said van is awarded absolutely to defendant. Plaintiff shall execute any and all documents necessary for the transfer of title of said vehicle to defendant. Plaintiff and defendant accept the responsibility for the payment of any encumbrance existing on the vehicle awarded to each party, and shall hold the opposite party harmless from any further responsibility in regard thereto.

Defendant is awarded all monies contained in an existing savings account in the approximate amount of $4,500.00, and said account is hereinafter the sole property of defendant.

All interest of the defendant in and to the following stock issued by AT&T in the joint name of defendant and plaintiff is divested out of defendant and said stock is awarded absolutely to plaintiff, free and clear from any claim thereon of defendant. Defendant shall execute any and all documents necessary for the transfer of said stock to the plaintiff. Said stock is as follows:

Certificate No. 65E872229, issued under date of 6/30/65, 14 shares.
Certificate No. 64XB251004, issued under date of 6/1/64, 33 shares.
Certificate No. 64XE501802, issued under date of 6/1/64, 3 shares.
Certificate No. 64E429241, issued under date of 5/28/64, 3 shares.
Certificate No. G386044, issued under date of 5/31/62, 12 shares.
Certificate No. G327697, issued under date of 6/30/61, 21 shares.

It is further ORDERED, ADJUDGED and DECREED that the defendant shall assume the responsibility for an outstanding bill with the Sears Company in the amount of approximately $400.00, and shall hold plaintiff harmless from any further responsibility for the payment thereof. The plaintiff, inturn, shall assume the responsibility for the payment of a bill due Cain-Sloan Company in the approximate amount of $300.00, and shall hold the defendant harmless therefor, and in addition thereto, will assume the responsibility for and will hold defendant harmless of an outstanding automobile repair bill in regard to the Rambler automobile.

It is further ORDERED, ADJUDGED and DECREED that the defendant shall retain the black and white G.E. television set in his possession, and the plaintiff will retain the Sears color television set and the Sears black and white television set in her possession. Each shall hereinafter own said properties free and clear from any claim by the other.

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

Entered this 27 day of October, 1977.

JUDGE

APPROVED FOR ENTRY:

Jack Norman, Jr., Attorney for Plaintiff

Tom H. Williams, Jr., Attorney for Defendant

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IDENTIF. REFERENCE

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DEC 20 9 58 AM '77

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

DEC 20 MISC 5* 10.00 * 10.00

10-27-77 87118 MB 1061B/799

# 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* Sylvia Carol Kirby Ferguson *Plaintiff, and* Carl Councile Ferguson *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. Eggers, *D. C.*

Form #GR-117