7-7-77
105A/221

BOOK 5304 PAGE 286

133-11-121

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KATHERINE ADELINE DeMOSS NICHOLSON	)	
	)	
	)	
V.	)	NUMBER 86290
	)	
	)	
JAMES ERNEST NICHOLSON	)	

FINAL DECREE

This cause came on to be heard on the 1st day of July, 1977, before the Honorable Benson Trimble, Judge, upon the original Complaint of the plaintiff, Katherine Adeline DeMoss Nicholson, personal service had upon the defendant, James Ernest Nicholson, the default judgment heretofore taken, the testimony in open Court by the plaintiff and her corroborating witnesses, statement of counsel for plaintiff and the entire record in this cause; from all of which the Court is of the opinion that the plaintiff, Katherine Adeline DeMoss Nicholson, should be granted an absolute divorce from the defendant, James Ernest Nicholson, on the grounds of cruel and inhuman treatment, and that the Property Settlement Agreement made and executed on the 26th day of March, 1977, by and between the parties should be ratified and adopted by the Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT that plaintiff, Katherine Adeline DeMoss Nicholson, is hereby granted an absolute divorce from the defendant, James Ernest Nicholson, and is restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that the Property Settlement Agreement entered

into on the 26th day of March, 1977, between plaintiff and defendant, is hereby approved and incorporated herein as a part of this Decree, the same as though all the provisions therein were herein fully set forth at this point in this Decree, and the parties are hereby ordered to comply with and perform all of the executory provisions of said Agreement on their part to be performed, respectively, pursuant thereto, as follows:

1. Husband and Wife are owners of real estate located at 308 Cathy Jo Drive, in Nashville, Davidson County, Tennessee. All right, title and interest in said property shall be divested out of Husband and vested in Wife to be hers absolutely. Wife shall assume the mortgage thereon. However, in the event Wife should predecease Husband and at the time of her demise should still be seized and possessed of this real estate, then possession and title thereto shall become Husband's. The foregoing, notwithstanding the right of Wife to sell the property during her lifetime, shall not be restricted.

2. All right, title and interest in and to the household furniture and furnishings shall be divested out of Husband and vested in Wife, with the exception of the personal property of Husband now in his possession.

3. All right, title and interest of the Husband in and to the 1971 Oldsmobile Delta 88 automobile now in the possession of Wife shall be and hereby is divested out of Husband and vested in Wife to be hers absolutely.

4. All right, title and interest of the Wife in and to the 1975 Oldsmobile Cutlass automobile now in the possession of Husband shall be and hereby is divested out of

Wife and vested in Husband to be his absolutely. Husband shall assume the mortgage thereon.

5. Wife hereby assumes the balances on the following joint charge accounts:

Cain-Sloan	Approximately	$150.00
Castner Knott	Approximately	250.00
Penney's	Approximately	400.00
Bank Americard	Approximately	800.00
Medic Count	Approximately	130.00

6. Wife further assumes the balance jointly owed by the parties to Nashville City Bank in the amount of $271.00, for cemetery lots.

7. Husband hereby assumes the balances on the following joint charge accounts:

Sears-Roebuck	Approximately	$1,700.00
Western Auto	Approximately	300.00

8. The care, custody and control of the minor child of the parties is hereby relinquished and given by Husband to Wife, with reasonable visitation rights in Husband, at reasonable times and reasonable places.

9. Husband shall pay the sum of Two Hundred ($200.00) Dollars per month as necessary child support, both pendente lite and permanent, on the 1st day of each month hereafter, beginning April 1, 1977. However, in the event the minor child of the parties, William Mike Nicholson, shall remove himself from the dominion and control of Wife prior to his attaining the age of eighteen (18) years, said child support payments shall cease.

10. Husband shall pay the sum of One Hundred Forty ($140.00) Dollars per month as alimony, both pendente lite and permanent, on the 1st day of each month hereafter, beginning April 1, 1977.

11. Husband agrees that Wife shall receive the refund from the Internal Revenue Service on the 1976 Federal Income Tax Return filed jointly by the parties.

12. Husband and Wife agree that each of the parties will, upon simple request of the other, execute any and all instruments, documents, papers, etc., which may be or become necessary in order to effectuate the intent of the parties as stated herein.

The costs of this cause are taxes against the defendant, for which execution may issue, if necessary.

ENTER this 7 day of July, 1977.

BENSON TRIMBLE, JUDGE

SUBMITTED FOR ENTRY:

Tom B. Harris, Jr.
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing Final Decree has been forwarded to the defendant, James Ernest Nicholson, Warren House Apartments, 420 Welshwood Drive, Nashville, Tennessee 37211, this 1st day of July, 1977.

Tom B. Harris, Jr.

E 7.3632 BOOK 5304 PAGE 290

IDENTIF. REFERENCE

JUN 28 9 13 AM '78

FELIX Z. WILCOX JR REGISTER
DAVIDSON COUNTY, TENN.

JUN28RD MISC B* 10.00 * 10.00

Docket No. 86290 Minute Book 105A Page 221

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* true Copy ~~xxxxxxxxxxxxx~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Katherine Adeline DeMoss Nicholson *Plaintiff, and* James Ernest Nidholson *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* 28th *day of* June *in the year one thousand nine hundred and* Seventy-Eighth *and in the* 202nd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddings, *D. C.*

Form #GR-117