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LECTRA WASHINGTON BROWN, JR.] BOOK 5331 PAGE 215 IN THE FOURTH CIRCUIT COURT

-vs-] OF

] DAVIDSON COUNTY, TENNESSEE

CAROLYN CRUSE BROWN] NO. 85601

O R D E R

This cause came on to be heard on the 30th day of May, 1978 before the Honorable Benson Trimble, Judge, upon the original complaint for absolute divo filed by Lectra Washington Brown, Jr. being withdrawn, the cross-complaint for absolute divorce filed by Carolyn Cruse Brown, testimony of the parties and corroborative witnesses, statement of counsel in open court and from the entire record in this cause. From all of which the Court took this matter under advisment and handed down a memorandum opinion dated June 7, 1978, which is in words and figures as follows:

"This cause came on to be heard upon the testimony of the principals, upon the testimony of the corroborative witnesses, upon the said original plaintiff withdrawing his action of divorce, upon able argument of the solicitors and the entire record herein. From all of which the Court is of the opinion and finds as follows:

The Court has considered this matter at great length insofar as the equities are concerned insofar as the cross-plaintiff is concerned. From all of which the Court is of the opinion that she should be granted an absolute divorce on the statutorily alleged ground of cruel and inhuman treatment.

The Court further feels that all rights, title and interest that the cross-defendant may have in and to the homeplace of the parties as well as the furnishings therein shall be divested from him and reinvested in the cross-plaintiff to be her's in fee simple title.

Insofar as continuing alimony is concerned the Court has taken this specifically into consideration. Due to the fact that the cross-plaintiff has received the entire equity in the home as well as the furnishings, the Court does not feel that it would be equitable to order the cross-defendant to pay the amount of alimony that he has heretofore been ordered to pay. The Court does feel that the equities will be served by him being ordered to pay the amount of $50.00 each week for a period of four years. This certainly should give the cross-plaintiff an opportunity to find a livelihood for herself.

Also the 1973 Nova motor vehicle now being driven by the cross-plaintiff shall be her sole property with no resulting claim thereon insofar as the cross-defendant is concerned.

The Court has considered also, most carefully, the amount of fee for the solicitor representing the cross-plaintiff as suggested by this able solicitor. While the Court certainly feels that a fee in the amount as suggested is a reasonable one, the Court does not feel that it would be equitable to order the cross-defendant to pay the entire amount. Therefore, the fee in the amount of $1,250.00 will be set for this solicitor with the cross-defendant to pay two thirds thereof and the cross-plaintiff to pay one third thereof.

The costs in the cause will be assessed against the cross-defendant.

The solicitor representing the cross-plaintiff will prepare a final judgment accordingly.

Dated this 7th day of June, 1978.

/s/ Benson Trimble, Judge"

It is therefore ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved and the cross-complainant, Carolyn Cruse Brown, is granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED AND DECREED that all right, title and interest which the cross-defendant, Lectra Washington Brown, Jr., has in and to the house and lot of the parties located at 5101 Raywood Lane, Nashville, Davidson County, Tennessee and more particularly described as follows:

Being a tract marked "Reserved for Commercial" on the Plan of Goodrich Heights, as of record in Book 2663, page 60, and amended in Book 3577, page 252, Register's Office for said County, more particularly described as follows:

Beginning at a point in the westerly margin of Raywood Lane, the common front corner of Lot No. 50 and said Reserved Tract; thence with the line between said lots southwestwardly 48.5 feet to a concrete monument; thence the following course and distances: N 27° 58' West 76.5 ft. to a concrete monument; thence N 41° 27' West 73.4 ft. to a concrete monument; thence N 52° 29' West 143.4 ft. to a concrete monument; N 16° 07' West 63.7 ft. to a concrete monument in the southerly right-of-way of Tusculum Road; thence with the margin of said road eastwardly 220.60 ft. to a concrete monument at the beginning of a curve having a radius of 25 ft.; thence around said curve southeastwardly 39.27 ft. to a concrete monument in the westerly margin of Raywood Lane; thence with the margin of said Lane southwardly 240.04 ft. to the beginning.

Being the same property conveyed to Electra W. Brown, Jr. and wife, Carolyn Brown, by deed from Hermitage Homes, Inc., a Tennessee corporation, of record in Deed Book 3800, page 531, Register's Office for Davidson County, Tennessee.

Electra W. Brown, Jr. and Lectra Washington Brown, Jr. are one and the same person.

is hereby divested out of him and the fee simple absolute ownership in said real property is vested in the cross-complainant, Carolyn Cruse Brown.

It is further ORDERED, ADJUDGED AND DECREED that all the household furnitur and furnishings shall be awarded as the exclusive property of the cross-complai ant, Carolyn Cruse Brown.

It is further ORDERED, ADJUDGED AND DECREED that the cross-defendant, Lectra Washington Brown, Jr., shall pay the sum of $50.00 per week as alimony, said payments to continue for a period of four years.

It is further ORDERED, ADJUDGED AND DECREED that the 1973 Chevrolet Nova automobile shall become the exclusive property of the cross-complainant, Carolyn Cruse Brown.

It is further ORDERED, ADJUDGED AND DECREED that cross-complainant's solicitor of record, Robert L. Jackson, shall have and recover of the parties an attorney fee in the amount of $1,250.00, of which judgment $833.25 shall be paid by the cross-defendant, Lectra Washington Brown, Jr. and the balance in the amount of $416.75 shall be paid by cross-complainant, Carolyn Cruse Brown.

The costs of this cause are taxed against the cross-defendant, Lectra Washington Brown, Jr., for all of which execution may issue, if necessary.

S/ Benson Trimble
JUDGE

APPROVED:

Sol. for Cross-Complainant

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IDENTIF. REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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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 of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Lectra Washington Brown, Jr. *Plaintiff, and* Carolvn Cruse Brown *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* 29th *day of* August *in the year one thousand nine hundred and* Seventy Eight *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Coker, *D. C.*

Form #GR-117

mail Robert L Jackson Atty
216 2nd Ave N Nash Tenn